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The Solicitors' Journal.

LONDON, DECEMBER 3, 1870.

THE STRANGE AND UNSATISFACTORY JUDGMENT of Sir Robert Phillimore in the case of Mr. Jackson, of Ledbury, has been, as was generally anticipated, reversed by the Judicial Committee. Mr. Jackson's character is thus relieved from the grievous reproach under which it has laboured since the month of April last. Personally he may in one sense feel grateful to the Dean of the Arches, in spite of the months of anxiety he must have suffered: for an acquittal at the hands of that learned judge would certainly not have carried such weight and authority as the acquittal he has obtained from the Court of Appeal. A careful perusal of the elaborate analysis of the evidence delivered by the Lord Chancellor renews and intensifies the astonishment with which the decision of the Court below was received. Our present purpose, however, is not to point out the singular failure on the part of Sir Robert Phillimore to deal with or even to see the difficulties of the case; but again to call the attention of our readers, as we have already done once (see S. J. vol. 14, p. 585), to the state of the law which permits a clergyman to be tried for what is to him more precious than life, before a tribunal utterly unsuited and unaccustomed to the task of sifting a vast mass of contradictory evidence. Our remarks, we should observe, are not intended to apply particularly to the present Dean of the Arches. Dr. Lushington, in at least one well-known instance (*Bishop of Norwich* v. *Berney*), exhibited a judicial blindness which approached, if it did not equal, that of his learned successor in the case of Mr. Jackson. But it is really a grievance which cries for immediate redress, that offences against morality, which if proved directly affect the *status* of the accused, and may deprive him wholly or for a time of his means of subsistence, should be investigated before a solitary judge, however well meaning and unprejudiced that judge may be. The right remedy would, in our opinion, be to take away from the Court of Arches all jurisdiction over the clergy for offences against morals; or if the jurisdiction be permitted to remain, to make it obligatory for the Court in such cases to summon a jury to its assistance. Juries, we are aware, are not infallible, though the most eminent judges on the bench have repeatedly expressed the highest opinion of their sagacity in criminal cases. But no one will deny that the Dean of the Arches assisted by a jury would be a more efficient judge on a question of fact than when he sits alone. When acting as an Admiralty judge he is provided with assessors. If he requires the help of the Trinity Masters, when deciding on a cause of collision surely he is likely to be still more in need of help when deciding on the character of an accused clergyman.

There is another point on which our ecclesiastical procedure wants amendment. At present the practice is to have the whole evidence taken down in the Arches Court by a sworn short-hand writer, and submitted in print to the Court of Appeal. The Judicial Committee do not see and hear the witnesses, a disadvantage which counsel on both sides in *Jackson* v. *Martin* joined in deploring. If a jury were to hear questions of fact in the Court below probably it would be unnecessary to allow the right of appeal on such questions to remain. But if it should be thought right to retain it it would surely be advisable that the evidence taken in the court of appeal should be oral.

THE COURT OF COMMON PLEAS, after a somewhat lengthy argument, has decided to restore the clauses of the Norwich Election Petition which an order of Mr. Justice Byles had directed to be struck out. The question turned upon whether the charge alleged in these clauses was "*res judicata*," by reason of what happened on the trial of the former petition before Baron Martin. In fact, the matters relied upon in these clauses were not brought before Baron Martin, and were not decided on by him; and it must therefore be considered satisfactory that nothing has happened to prevent their being investigated. That the decision of the Court is correct cannot be doubted. The Chief Justice based his judgment principally on the distinction found in the present Act and in all the former Acts between the decision of the committee or judge as to the seat, which is declared to be final, and the report on other matters as to which this is not said, and which has never been treated as final. Mr. Justice Willes and Mr. Justice Keating agreed in this view, but they also went further, and said that, though not declared by the statute to be final, the report of the judge on evidnce actually brought before him would have been conclusive. They also intimated that no case of bribery which the petitioner on the previous occasion might with reasonable diligence have become acquainted with, and have brought forward, could be brought forward again. In the latter case we presume the judges meant that the parties, though not estopped by the judgment, would be estopped by their conduct.

The question to which we drew attention about the time this petition was first presented (14 S. J. 772) was not raised upon the argument, but was alluded to by Mr. Justice Willes in his judgment. This point is as to the construction of the 36th section of the Corrupt Practices Act, 1854, which apparently enacts that the disqualification for sitting in Parliament arising out of bribery by agents of the candidate shall be created not by the act of bribery itself, but by the declaration of the tribunal (election committee, or now election judge) that the act has been committed. Mr. Justice Willes apparently alluded to this point not because it was strictly material upon the question before the Court, but to prevent its being supposed that the Court had given judgment upon it; and he pointed out that it may yet arise in case the bribery in 1868 is proved to the satisfaction of the judge who tries this petition, when it will become necessary to determine whether the votes given for Mr. Tillett at the last election were thrown away, and whether Mr. Huddleston can be seated. We still adhere to our former opinion that the claim of the seat cannot be maintained. Assuming that the bribery in 1868 can be proved, and also that notice was given to a sufficient number of voters, yet, there having been at the time of the notice no decision of a committee or judge upon the fact, the disqualification under the section was not complete.

In the present case, however, the question does not turn entirely upon the construction of the section in question, because the second election was necessitated not by any new vacancy in the seat, but by the former election having been declared void; and when that is the case it is clear that according to the law of Parliament the two form but one election, the exigency of the first writ never having been satisfied. The case, therefore, is not the same as if the bribery alleged against Mr. Tillett's agents had been committed at a former and different election, but as if it were committed at an early stage of the election at which he was returned. That being so, it is clear that the bribery would disqualify him at common law, and the question whether the votes given for him

after notice were thrown away would depend upon whether the decision of the committee in the *Penrhyn case* (C. & D. 55) was correct or not. It was there held that the presumption of innocence justified voters in disregarding a notice that a candidate had been guilty of bribery because he had not then been convicted by a competent tribunal. We think this decision would probably be followed, and the Legislature seems to have acted on the same principle, in enacting, in the 36th section of the Act of 1854 and the 43rd section of the Act of 1868, that the disqualification shall be created not by the fact of the bribery, but by the declaration or report of its having been committed.

THE FURTHER RULES under the Jury Act read in court on the last day of term will be found in another column.

We regret to find that the judges have only dealt with the question of remuneration of the jurors and the mode of payment of it by the suitors. They were empowered to make rules for carrying out "the several provisions" of the Act, and there are numerous questions as to the summoning of jurors and the like upon which rules would have been desirable. We rather suspect that even these rules are only intended to be temporary. They will suffice to regulate the proceedings until the meeting of Parliament, and then an amending act must be at once passed. The rules provide for the deposit (as it is called) of £3 in a common jury case, and £12 12s. (or £9 12s., if the £3 for a common jury has previously been paid) in a special jury case. Thus the expense of a special jury in case of a trial is not increased, as is the case with the common jury, but the amount has to be paid whether the cause is tried or not, which, of course, is in effect an increase of the expense in many cases. Although this sum paid to the associate is called a "deposit," no provision whatever is made for any surplus being returned or for the accounts being made up at all, nor is any provision made, at least as regards the circuits, as to how the associate is to pay the jury if the deposits are not sufficient for the purpose. As regards London and Middlesex, the rules provide for common funds to be formed of the deposits paid respectively for common jury cases in London, common jury cases in Middlesex, special jury cases in London, and special jury cases in Middlesex. These funds apparently are to be common to the three courts. The jurors are then to be paid from these funds Supposing the deposits to be large enough, of which there can be no doubt, the system will certainly work, funds will be at hand for the payments required, and there will probably be a gradual accumulation of money upon each of these funds, which accumulation will perhaps some day or other be handed over to the Chancellor of the Exchequer as a contribution towards building new Law Courts. The only objection we see to the system so created is that it does not appear to be in accordance with the Act, the 22nd section of which seems clearly to contemplate the remuneration of jurors being paid by the parties to the causes to be tried *by those jurors*, so that parties who have causes for trial at sittings where only a small amount happens to be required for the remuneration of the jurors as compared with the number of causes, are under the Act entitled to the benefit of this, while under the rules they are to pay the same as suitors at other sittings. As regards the assizes, the rules are similar to those for London and Middlesex, except that the rules as to the formation of these funds are omitted without anything being provided in their place. We are left completely in the dark whether the deposits for each assize town or for the whole of each circuit, or for all the circuits together, are to be thrown into one fund. The judges evidently saw that their powers under the Act were totally inadequate to enable them by rules to construct a system which would work at all for the smaller assize towns. They felt, probably, that if they directed a common fund to be formed for all the circuits, or even the whole of each circuit, they would be clearly exceeding their powers. They have, therefore, contented themselves with framing a scheme which will enable the Middlesex and London sittings to be carried on, and also the winter assizes at Manchester and Liverpool, where the number of causes entered will make the system work much as it will do in Middlesex. Fortunately Parliament will meet before any civil assize is held in any county where there is usually a small entry of causes. In order to test our assertion that the system will not work with a small entry of causes, let any one place himself in the position of the associate who has to pay the jurors at the first assize town on the next circuit at which there has been an entry, say, of six or any less number of common jury causes, and one special jury. At least twenty-four special jurors must be summoned, and the result will be that if the special jurors attend even if the whole business is disposed of in one day and with only one jury for the whole of the common jury cases, the money will come short; and if the business should last into a second day, or if any common jury should retire to consider their verdict, and another jury be sworn, the money will come considerably short.

We must defer until next week our remarks upon other points in the Act, merely noticing now the obvious unfairness of imposing the expense of £100 or so which will have to be paid to the special jury trying the long cause now on in the Queen's Bench over and above the £12 12s. deposited by the parties to that cause, on the parties to the other causes, the trial of which is delayed, if not thrown over by it.

ON SATURDAY, November 26, the Inns of Court Volunteers, mustering for the occasion some 180 strong, were inspected in Richmond Park by Colonel Taylor, Assistant-Adjutant General of the Home District, who complimented the officers, non-commissioned officers, and rank and file on the steadiness and precision with which the evolutions of the battalion were performed. Although the strength of this corps is still far inferior to what it was when under the command of its first commanding-officer, its numbers have lately received a considerable increase; and that as well since as before the great recruiting ball at Lincoln's Inn last summer. It is hardly fair to measure the present numbers by those of ten years ago, since scarcely any volunteer corps can be expected to maintain the same strength as it attained during a period of exceptional volunteering enthusiasm. Still there is no reason why the Inns of Court should not be able to turn out a large body of efficient members, and we hope the corps will keep up its present rate of improvement.

IT SEEMS THAT THERE IS A HITCH about the appointment of Mr. Leman to the taxing mastership vacated by the death of Mr. Hume. We understand that the appointment has been recalled on its being discovered that Mr. Leman does not possess the qualification required by 5 & 6 Vict. c. 103, s. 3. That enactment requires that a taxing master shall have been a practising solicitor for twelve years, or for periods making together twelve years, whereas when Mr. Leman ceased practice on receiving his original appointment (Chief Clerk to Master Brougham) he had had practised for only ten years. There are various rumours (which we do not think it worth while to notice), as to the course which will now be adopted in the matter of this vacancy. We are very glad to find that we were in error last week when we mentioned the county court judgeship held by Mr. Gurdon as vacant by that gentleman's demise. Nor has Mr. Gurdon as yet resigned his office, though it had been understood that he was about to do so, and that Mr. Coleridge would be appointed.

THE STATUTE OF FRAUDS.

The Chambers of Commerce in several parts of the country have been discussing the advisability of repealing the 17th section of the Statute of Frauds, which relates to the sale of goods. There does not seem to be any unanimous feeling among mercantile men upon the point, and perhaps it is not very likely that there would be, as in some trades and on some markets no inconvenience whatever is caused by requiring a memorandum in writing of the contracts made; while in other trades or on other markets, the usual course of business may be such that considerable inconvenience may be caused. The question, although in a certain sense a legal one, seems to us clearly one for mercantile men to decide for themselves. One thing is pretty clear, and that is that if mercantile men should, upon the balance of convenience, come to the conclusion that the enactment should be repealed, it will not be to the interest of the legal profession to oppose the change. It is true that the statute, and the 17th section especially, has in its time been most productive of litigation, and doubtless the mine is not, and perhaps is not capable of being, completely exhausted. It is, however, nearly so. There are fewer decisions every year upon the section, and the majority of cases to which the statute applies are now settled at a very early stage, in consequence of the reported decisions of the Courts enabling any lawyer to advise with reasonable certainty upon them. If the enactment were repealed there would certainly arise a class of cases which would be quite as profitable to the profession as those which are now decided by the statute. We should expect an increase of litigation, not only from the probable increase in the number of contracts made without any memorandum in writing being taken, and which, of course, are more likely to be disputed than others, but also from the disputes, which now are summarily settled by the statute, becoming capable of being fought out in the courts.

Probably, if mercantile men were of the same opinion as ourselves as to the increase of litigation likely to follow from the repeal, they might think it the strongest reason against the change. This, however, is not necessarily a correct conclusion. Admitting litigation to be an evil yet a small amount of litigation resulting mainly in decisions against the real merits of the case, may well be a greater evil than a larger amount of litigation resulting in fairly satisfactory decisions. It is, we think, capable of demonstration that all cases the ultimate result of which is really affected by the statute, are decided against the merits. It may well be that many cases now decided upon the statute, would, if they were fought out and decided independently of the statute, result in favour of the same party, but in these cases it cannot be said that the ultimate result is affected by the statute. In all cases, which by reason of the existence of the statute, result in favour of a different party from the one who would have won but for the statute, it is clear that there must have been a contract in fact between the parties, while the law has declared that there was none. This result is clearly contrary to the real merits of the case between the parties, although, of course, it may be said that the loser should have known and insisted on the observance of the formalities required by law to make his contract enforceable, and that his own neglect is the cause of his defeat. Even this justification of the result, however, is not always available, for we know of no power by which a contracting party can force the other party to the contract to sign a memorandum of it against his will. A refusal to do so might probably be treated as evidence of rescission, and, therefore, if the demand were made before any expense had been incurred in reference to the contract, although the party could not enforce and get the benefit of the contract he had made, yet, at all events, he would be protected from loss upon it. In addition, however, to the general injustice as between the parties, which, as we have pointed out, necessarily results in all cases really determined by the statute, there are certain cases in which the grievance is more special. One of these is the case where one party having himself signed a memorandum is bound, but the other who has not signed is not. It was long ago decided that this could be, inasmuch as the statute only deals with the evidence of the contract and not with the substance. Thus the objection that there was no mutuality could not be raised. Again, and this is perhaps the strongest case of injustice that ever arises under the statute, it has been held that a party may prove an actual contract in fact merely for the purpose of showing that the statute has not been complied with, and that the contract so proved by himself cannot be enforced against him. Thus, if a contract has been made for the purchase of goods, and a memorandum signed by the defendant is produced containing all other particulars, except the price, this will be good (unless it is proved that a definite price was agreed upon), and the defendant will be bound, if purchaser, to pay a reasonable, or the market price for the goods, and if seller, to deliver them at that price. If, however, the defendant comes forward, and proves that he did make the contract for the goods in question, but that a particular price was agreed on, then he defeats the effect of the memorandum signed by him, and neither the contract contained in it nor that which in defeating the other he proves, can be enforced against him. The same thing would happen if the memorandum did not state any time for the delivery of the goods. In that case it would be a sufficient memorandum of a contract to deliver goods in a reasonable time, but if it were proved that a particular time was agreed on, then the memorandum would be insufficient, and the contract would not be allowed to be good. It is impossible to dispute the logical correctness of these decisions. It is clear that a memorandum of a different contract can be no better than no memorandum at all, which is a sufficient reason for the contract for the particular time, for price not being enforced, while the contract appearing by the memorandum cannot be enforced for the reason that it was never entered into at all. That this result follows logically from the statute, appears, however, to us one reason why it requires, at all events, amendment, and an amendment of it would certainly be a dangerous thing to attempt, as it would probably re-open innumerable questions long ago decided on the statute as it stands. Another case in which the statute cannot be said to work satisfactorily is the case which has been several times before the Courts (see *Thornton* v. *Kempster*, 5 Taunt. 785; *Sieveright* v. *Archibald*, 17 Q. B. 103), and which must occur from time to time, of a contract made through a broker who makes some slight mistake in the bought and sold notes, so that they do not agree. In this case, unless the difference relates merely to the broker's commission, or some similar matter affecting one party to the contract only, there is held to be no sufficient memorandum, and, consequently, no contract enforceable. The same result would, of course, follow, independently of the statute, if the contract relied on was contained in two documents which did not agree, because it would show that the parties were never *ad idem*. This, however, is not exactly analogous, because the broker's notes do not contain the contract but are merely evidence of it. The result is that although there is no doubt what the real contract is, a misdescription, generally accidental, not the fault of either party to the contract, and of the existence of which they may probably not be aware until they have come into court, proves fatal.

Another obvious objection to the enactment is, that where for any reason its provisions have not been complied with, it places honourable men at a disadvantage as compared with those who are less particular. It is, however, needless to multiply instances in which the statute works injustice. It must be admitted that it does so, and it must be admitted also that the object sought to be attained—viz., that contracts shall, as much as possible,

be reduced into writing, is one which it is desirable to attain. The question whether a repeal would be beneficial, must be determined not merely by the consideration that grievances are created by the statute, but by whether or not these grievances are too great a price to pay for the attainment (which, after all, is only partial) of the object aimed at. As we said at the outset, this can only be determined by mercantile men for themselves. We should have thought that there really was no great difficulty in complying with the statute. Even upon contracts made upon Change or elsewhere, of which a memorandum signed by both parties cannot conveniently be made at the time, it must be easy enough to exchange letters afterwards stating and confirming the contract; and whether the statute is repealed or not we should think it advisable that this should be done in every case. If, however, the difficulty is felt to be at all considerable, this is a sufficient reason for the repeal. Merchants desiring to protect themselves against having terms sought to be introduced afterwards by unscrupulous persons into the contracts they have entered into verbally, may always do so, if the enactment in question is repealed, as they may now in cases to which it does not apply, by writing and stating to the opposite party their view of the contract, and requesting a reply if this is incorrect. To such a letter no reply would be practically as effectual as an assent.

In our remarks above we have not alluded to the cases where a contract may be good under the 17th section of the Statute of Frauds without any memorandum in writing; that is to say, where there has been an acceptance of the whole or part of the goods, or payment of the whole or part of the price. These provisions do not, of course, affect the principle of the statute, which is practically an enactment that no contracts for the sale of goods at £10 or upwards shall be enforceable without a memorandum. The other cases are merely introduced as exceptional to prevent the occurrence of particular instances of injustice which the enactment would otherwise cause.

EXECUTORY TRUSTS.

No. II.

It is of the essence of an executory trust, according to Lord Westbury in *Sackville-West* v. *Viscount Holmesdale*, the case on which we offered some observations last week, that it should not be fully expressed or declared in the instrument creating it, but that it should require some further deed or instrument for its complete legal expression. This is equally the case whether the testator has been his own conveyancer, as Lord St. Leonards said in *Egerton* v. *Earl Brownlow* (4 H. L. 210), and has expressly directed a further settlement, to contain a particular set of limitations, in which case the Court has nothing to do but to carry its directions into literal effect, or has contented himself with saying that "a proper entail shall be made" as in *Blackburn* v. *Stables* (2 V. & B. 367), or that the lands "shall be closely entailed" as in *Woolmore* v. *Burrows* (1 Sim. 512), or using any other inartistic expressions of a similar character; in which case the Court has to put a meaning on the language he has employed, and direct a settlement accordingly. In many instances, according to Sir Anthony Hart, the task is thrown upon the Court of inquiry, not what the donor's intention was, in the events which have happened, because the instrument is silent as to that; but what his intention would have been had that been in his contemplation, which the whole tenour of the will shows not to have been so (*Woolmore* v. *Burrows*, *sup*).

In framing such a settlement, where the intention of the author of the trust, either expressed in, or collected from, the language of the primary instrument, is that an estate for life shall be vested in the first taker, the question will arise, what are to be the incidents of such estate. This is the point at which we paused last week. And first with regard to impeachability for waste, which every tyro knows to be the leading incident of an estate for life. The cases as to this fall into two classes. First, the cases in which the author of the trust has been his own conveyancer, and has expressly directed an estate for life to be vested; and secondly, those cases where he has given in terms an estate of inheritance, which the Court, on discovery of his intention, cuts down to a life estate.

In the first class of cases, where a life estate is directed to be conveyed, and the words "without impeachment of waste," or "dispunishable of waste," or other words to the like effect, do not occur in the primary instrument, it is well settled that the Court will not insert them in the instrument to be framed. It is easy to see why this should be the case. The privilege of committing waste without impeachment is, so far as it goes, a power over the inheritance, the effect of which would be to diminish the estate (*Higginson* v. *Barneby*, 2 S. & S. 516); and to confer the privilege in the class of cases to which we refer, would be to make an addition to the estate for life, which would be contrary to all principle. In the leading case of *Davenport* v. *Davenport* (1 H. & M. 775, 12 W. R. 6), there was an executory trust for settling land to the use of G. for life, with remainder to the first and other sons of G. successively, in tail male, or tail general, or in tail male with remainder in tail general, or otherwise in tail as G. should think proper, with remainder to H. for life, with remainder to the first and other sons of H. in tail, and so on; and it was held that the tenants for life must be made impeachable for waste. "No case has been cited," said the present Lord Chancellor in his judgment in that case, "where an estate for life has had any addition made to it by the way in which the Court has executed an executory trust." In the second class of cases—viz., where the executory trust is in such a form, as under a literal construction of the directions contained in the primary instrument (even where technical language has been employed, *Coape* v. *Arnold*, 3 W. R. 187, 4 D. M. S. 586), to give the first taker an estate of inheritance, and the general object of the trust can only be effected by cutting down that estate to an estate for life, the tenant for life will be made dispunishable of waste. The object of the testator—that the estate shall be kept in the family—can be provided for, so far as the rules against perpetuity allow, by the tenant for life being deprived of the power of alienation; and the Court will leave in him the largest possible measure of ownership consistent with the preservation of the property. In the familiar case of articles before marriage, where it is agreed that the estate shall be limited to the intending husband for life, it is the practice with conveyancers to insert in the settlement made in pursuance of such articles the words "without impeachment of waste," regarding it as the intention of the parties that the intending husband shall have the largest possible estate consistent with the preservation of the property; and the Court in general proceeds in the same manner. In *Woolmore* v. *Burrows* (*sup.*) the direction was that the property should be closely entailed; and the estates for life given in execution of such direction were made without impeachment of waste. In *Leonard* v. *Earl of Sussex* (2 Vern. 526), the direction was to settle one moiety of the estate on A. and the heirs of his body, and the other on B. and the heirs of his body, taking special care in such settlement that it should never be in their power to dock the entail; and the Court gave to A. and B. all that could be given them consistently with the property being kept in the family, *i. e.*, estates for life, without impeachment of waste. The same was done in *White* v. *Briggs* (15 Sim. 17), where the testator said: "I give to my wife the entire use of all my property and after her death my nephew to be considered heir but I direct the property to be secured for the benefit of his family." And in *Sackville-West* v. *Viscount Holmesdale* the estates for life limited in execution of the testator's direction to settle the lands in a

course of entail, to correspond, as nearly as might be, with the limitations of the barony, were made unimpeachable of waste; as, indeed, will be done in every case where the general intention can only be effected by limiting an estate for life to the first taker, and estates to the issue as purchasers, in order to get over the rule in *Shelley's case*.

A direction to settle in strict settlement sometimes occurs. The term, without more, according to the present Lord Chancellor in *Davenport* v. *Davenport* (*sup.*), is understood, according to the common form of such instruments, to imply estates for life without impeachment of waste; in fact, the largest possible estate consistent with the preservation of the property in the family, comprising, as such settlements do in their ordinary form, the largest powers for jointure, portions, and the like, so as to make the tenant for life, as nearly as may be, owner, so far as that character can be separated from the power of alienation. The authority for the above definition is the leading case of *Bankes* v. *Le Despencer* (10 Sim. 576), where lands were limited to two persons successively for life, punishable for waste, and then to trustees upon trust to convey the lands "in strict settlement"; and the estate of the first taker under the above executory trust, was cut down to an estate for life, dispunishable of waste. Vice-Chancellor Malins, in *Stanley* v. *Coulthurst* (18 W. R. 969, L. R. 10 Eq. 299), explained that it was on the ground that his life estate was so cut down that the tenant for life was made dispunishable of waste, and not, as might otherwise be inferred, from any judicial construction placed on the words, "in strict settlement." According to *Stanley* v. *Coulthurst* there is no magic about the words "in strict settlement," and the use of those words with reference to the trusts of the property, when it is directed that certain persons shall take estates for life, is not by itself a sufficient evidence of intention that those estates shall be dispunishable of waste, but has a tendency to show that the intention was to restrict the tenant for life's power over the property.

We have seen that where an estate of inheritance is cut down to an estate for life in order to execute the intent of the donor, the estate for life will be made dispunishable of waste, and the largest powers for jointures, portions, &c., may be conferred (*Davenport* v. *Davenport*, *sup.*). On the other hand, where an estate for life is expressly given by the donor, and is not made without impeachment, the same reason which precludes the insertion of the words "without impeachment of waste" in the final settlement, precludes the insertion of any power which is in any sense a power over the inheritance. In *Higginson* v. *Barneby* (*sup.*) the testator left a direction to settle land upon A. for life without impeachment of waste, remainder to trustees to preserve contingent remainders, with remainder to the first and other sons of A. in tail; the settlement to contain powers for jointures, leases, sale and exchange, and all other clauses, powers and provisoes as are usually inserted in settlements of the kind; and it was held by Sir John Leach that the last words did not authorise the insertion of a power to charge with portions, because the effect of such a power would be to diminish the property. He considered the words as referring to usual and necessary powers of management. A power to charge with portions (and by parity of reason a jointuring power) is, therefore, not a usual power within the meaning of an executory trust for a settlement with usual powers.

Upon the authority of *Higginson* v. *Barneby*, the Lord Chancellor doubted, in *Sackville-West* v. *Viscount Holmesdale*, whether, if the Court were to cut down the limitations directed by the codicil to estates for life, it would be possible to insert adequate powers for raising portions and charging jointures. His Lordship seems to have considered that the words that the settlement should contain all such powers and provisions as the trustees shall think proper, and counsel shall advise, referred only to "powers of management," and not to powers over the inheritance. It seems clear that the latter class of powers will or will not be inserted, according as the tenants for life are or are not made dispunishable of waste. Mere powers of management, on the other hand—*i.e.*, powers of leasing, of sale and exchange, and the like, may be inserted as usual powers; so may provisions for maintenance, education, and advancement, as in a case where a settlement was directed on the testator's daughter and his issue, and the will was silent as to powers (*Turner* v. *Sargent*, 17 Beav. 515, 2 W. R. 50). It is hardly necessary to add that, where the testator not merely directs a settlement, but points out what powers it is to contain, no power can be inserted that he has not specified (*Fullerton* v. *Martin*, 8 W. R. 289, 1 Dr. & S. 31). Where he has abstained from doing so, but has simply directed a settlement to be made, he will according to *Turner* v. *Sargent*, be held to have intended all usual powers to be included.

RECENT DECISIONS.

EQUITY.

PURCHASER'S MISTAKE AS TO BOUNDARY OF PROPERTY SOLD.

Denny v. *Hancock*. L. J., 19 W. R. 54.

This case reminds us of *Baskcomb* v. *Beckwith* (17 W. R. 812, L. R. 8 Eq. 100). In *Baskcomb* v. *Beckwith*, as in the present case, the particulars and conditions of sale, and the plan, were such as to lead a purchaser to believe that the whole of the vendor's property was offered for sale, and specific performance was refused, on the ground that the vendor had thus, though perhaps unintentionally, contributed to the mistake under which the purchaser contracted. In *Denny* v. *Hancock* the actual boundary consisted of several small posts or stumps which were concealed by a shrubbery, while the wire fence of an adjoining proprietor ran parallel with it at a few yards distance, and was the only visible fence of the property. It included several trees of great size and ornamental character, and led the purchaser to believe that the trees in question and the ground on which they stood formed part of the property to be sold. The *ratio decidendi* in *Denny* v. *Hancock* was the same as in *Baskcomb* v. *Beckwith*—viz., that the purchaser bought under a mistake, into which he was led, or suffered to fall, by the particulars and plans, and was therefore entitled to get out of his contract. It seems singular that *Baskcomb* v. *Beckwith* should not have been cited in the argument. The case shows how careful auctioneers and others ought to be in preparing particulars and plans, which should be so framed as to convey clear information to the ordinary class of persons who frequent sales by auction (Sugd. V. & P. p. 34). It is of the greatest importance, said the Master of the Rolls in *Baskcomb* v. *Beckwith*, that it should be understood that the most perfect truth and the fullest disclosures should take place in all cases where the specific performance of a contract is required; and that, if this fails, even without an intentional suppression, the Court will grant relief to the man who has been thereby deceived, provided he has acted reasonably and openly (see our note on *Baskcomb* v. *Beckwith*, 13 Sol. Jour. 971). It needs scarcely be added that the purchaser is bound to inquire, or he may be held to his bargain as in the *Regency-square case* (*White* v. *Bradshaw*, 16 Jur. 788).

The Vice-Chancellor appears to have decreed specific performance on the ground that the purchaser's motive for wishing to get rid of the contract was that he had bought in order to resell, and had failed to do so. The Lord Justice James pointed out that this was no good reason why relief should be refused. It is the duty of the Court to inquire what are the equities of the suitor and not what are his motives. Provided he comes into court with clean hands, it matters not with what object he seeks relief.

MODERN PRESUMPTION AS TO ADVANCEMENTS.

Hepworth v. *Hepworth*, V.C.M., 19 W. R. 46.

It was formerly thought that the presumption that an advancement was intended, where a parent purchased in the name of his child, arose only where the child was unadvanced; and it is so laid down by Lord St. Leonards (Vend. & Pur. 704). The well-known case of *Sidmouth* v. *Sidmouth* (2 Beav. 456) went some way towards shaking the authority of this rule, and rendering the question, whether an advancement was intended or not, simply one of intention. In *Sidmouth* v. *Sidmouth*, where Lord Stowell had been in the habit of buying stock in the name of his son, who predeceased him, Lord Langdale said, "It is said that no establishment was in contemplation, and that no necessity or occasion for advancing the son had occurred; but in the relation between parent and child it does not appear to me that an observation of this kind can have any weight. The parent may judge for himself when it suits his own conveniences, or when it will be best for his son, to secure him any benefit which he voluntarily thinks fit to bestow upon him; and it does not follow that because the reason for doing it is not known there was no intention to advance at all." Following this case, the Vice-Chancellor treated the transaction as a gift from the father to the son, there being no evidence to show that it was not intended to be a gift, without going into the question whether the son was or not already provided for.

The presumption of a resulting trust in these cases is rebutted as well by the duty to advance the child as by the circumstance of relationship. Hence, the decision in *Sayre* v. *Hughes* (16 W. R. 662), which was a case of mother and daughter, and overrules *Re Devisme* (2 D. J. S. 17), in which case it seem to have been taken for granted that no presumption of benefit arose in the case of a mother.

In *Sidmouth* v. *Sidmouth*, unlike *Hepworth* v. *Hepworth*, the father continued to receive the dividends on the stock transferred into his name. The receipt of the dividends in such a case would tend to rebut the presumption that an advancement was intended. But in the case of a father and son this circumstance is not enough to rebut the presumption of benefit, unless the child appear to be already fully advanced (*Lord Grey* v. *Lady Grey*, 2 Swanst. 594), in which case only it would seem that the question whether the son is already advanced will have to be considered.

(See White & Tudor, Lead. Cas. 165.)

COMMON LAW.

EVIDENCE OF CONTRACT—ADVERTISEMENT FOR TENDERS—HIGHEST TENDER.

Spencer v. *Harding*, C. P., 19 W. R. 48.

The decision in this case will probably be often quoted hereafter as an authority for principles very much wider than that which was really the ground of the judgment of the Court. The decision, in fact, involved nothing more than the construction of a particular writing, and no general rules whatever are established by it.

The declaration alleged that the defendants sent to the plaintiffs and others, a circular stating that they were "instructed to offer to the wholesale trade, for sale by tender, the stock of Messrs. E. & C., . . which will be sold at a discount, in one lot;" that the plaintiffs sent in the highest tender, but the defendants refused to sell the stock to the plaintiffs. It was held, on demurrer to the declaration, that the defendants had not contracted to sell the stock to the person sending in the highest tender, and that the declaration was therefore bad. The decision turned exclusively on the terms of the advertisement. Willes, J., said, "This advertisement does not contain any offer to provide that the highest tender is or is not to be accepted. In tendering for a stock like this, a man is not put to any trouble, as he might be if tenders were invited for the execution of a large building. There is no statement that the stock is to be sold 'without reserve;' on the contrary, there is the special circumstance that the stock is to be sold 'at a discount' (which means 'reasonable deduction'), which entirely excludes all notion of an intention to accept the highest tender, whatever it may be." On this construction it was, of course, clear that the declaration disclosed no cause of action.

This decision does not affect in any way the cases (such as *Williams* v. *Carwardine*, 4 B. & Ad. 621; *Nevill* v. *Kelly*, 10 W. R. 697; *Turner* v. *Walker*, 15 W. R. 407), which have decided that when a man promises a reward to anyone who will do a certain thing, the man who does the thing is entitled to the reward. There can be hardly any doubt that if the defendants in this case had advertised the sale "without reserve," or if, on the construction of the whole circular, it amounted to a promise to sell to the person sending in the highest tender, and still more so if there were such a promise in express terms, that the defendants would have been liable. There was, however, no such promise expressed or implied. A question might arise in a case like this, but where the preparation of the tenders involved expense, as in tenders for the execution of a large building, whether there was not an implied promise to pay something for the tenders or for the highest tender, if none of them were accepted. This, however, would be a mere question of fact—viz., whether on the construction of the advertisement, any such promise could be implied.

COMPENSATION—LANDS CLAUSES ACT, 1845 (8 & 9 VICT. C. 18)—LAND HELD FOR ECCLESIASTICAL PURPOSES.

Stebbing v. *The Metropolitan Board of Works*, Q.B., 19 W. R. 73.

There have been many decisions as to the principle upon which land compulsorily taken under the Lands Clauses Act, 1845, is to be valued. Amongst these decisions is that of *Hilcoat* v. *Archbishop of Canterbury* (10 C. B. 327), where it was held that on the compulsory taking of consecrated land for a railway "in the absence of any peculiar rule prescribed for ascertaining such value it is reasonable to infer that the value was to be ascertained in relation to the nature and situation of the property generally and its applicability to ordinary purposes discharged of any prescribed appropriation."

Stebbing v. *The Metropolitan Board of Works* now shows that *Hilcoat's case* is no authority for the general application of this principle to all cases of the compulsory taking of land under the Lands Clauses Act, 1845. The principle of *Stebbing* v. *The Metropolitan Board of Works* is that when consecrated land is compulsorily taken its value is to be calculated as if still "subject to all the liabilities of spiritual disqualification." That is, that the market value of such land while consecrated, not when secularised, is to be taken.

The arguments in *Stebbing* v. *The Metropolitan Board of Works* in favour of the freeholder (the rector of a parish, the churchyard of which was taken by the defendants under their powers) were chiefly based upon *Hilcoat* v. *The Archbishop of Canterbury*, which certainly seemed to support the argument of the freeholder that as the land was secularised he should obtain the benefit of the secularisation. The Court, however, distinguished this case from *Hilcoat* v. *The Archbishop of Canterbury*, which they seemed to think could be supported upon the special facts of the case. The rule now laid down in *Stebbing* v. *The Metropolitan Board of Works* will probably govern similar cases for the future. It is clear and intelligible, and is rested upon strong goods. Of course where the consecrated ground possessed any pecuniary value either present or prospective the freeholder would be entitled to compensation for the loss of such value. He cannot, however, profit by the increased pecuniary value given to the land by its secularisation for the purpose of the persons taking it.

REVIEWS.

A Compendium of the Modern Roman Law, founded upon the Treatises of Puchta, Von Vangerow. Arndts, Franz Moehler, and the corpus juris civilis. By FREDERICK J. TOMKINS, M.A., D.C.L., Author of the "Institutes of the Roman Law," one of the Translators of the "Commentaries of Gaius on the Roman Law," &c., &c.; and HENRY JENCKEN, Esqs., Barristers-at-Law, of Lincoln's-inn. London: Butterworths.

The present is a very favourable time for the publication of a book upon modern Roman Law, and a work of any merit upon this subject would be certain of a good reception. The changes already commenced in our legal system have given a great stimulus to the study of the laws of foreign countries, which, until lately, had but little interest in the eyes of most English lawyers. Modern Roman law is not a very happy expression, but it indicates with sufficient clearness that portion of the Roman law now existing in those countries whose law is based upon the vast mass of legal matter which was gathered together in the sixth century by Justinian. When we reflect that France, Spain, Germany, Italy, Holland, portions of America, the Cape, and Ceylon are subject to modern Roman law to a greater or less extent, we shall have an idea of the greatness of the task undertaken by those who attempt to deal with this subject. It is a subject, moreover, which especially requires a treatment both exhaustive and accurate. A book of practice, although badly written and full of faults, may yet be of some use to the practitioner, but a book upon modern Roman law which is badly written and full of faults is not only useless, but may be positively harmful in its effects.

The aim of Messrs. Tomkins and Jencken is "to give to the practising jurist, in a compendious form, the leading principles of the Roman law now incorporated in the civil codes of continental nations." To carry out this plan they "have endeavoured to condense within the limits of the present work the treatises of Puchta, Arndts, Von Vangerow, and more especially of Franz Moehler," and have added thereto other matter. The authors are not so much impressed by the difficulty of their task as might have been expected, for they tell us "this treatise, we believe, will be found both interesting and valuable." We regret that we cannot join in this belief. It is very doubtful whether it is possible to treat this subject with success within the limits of so small a treatise as the one before us. Such treatment, however, whether possible or not, will not be found in this book, which, although it displays a great amount of erudition and labour, is spoilt by such grave faults, that it cannot be considered either valuable or interesting. We find great want of method in arrangement, a total incapacity for accuracy of statement and clearness of expression, and a general want of life (if we may use the expression) throughout the whole work, which treats law rather as a matter of antiquarian research than as a subject of daily interest and practical importance.

The book contains only 407 pages, and ought therefore to be strictly confined to the outlines of general principles, and free both from details, and from anything not directly pertinent to the subject of the treatise. Yet, in "Book the First" on "Law in the objective sense," &c., we have a subject that is clearly out of place in so small a work as this, which purports to discuss not the philosophy of law, but the leading principles of certain existing systems of law. Details also of all sorts abound. In the chapter on the "nature and matter of obligations" such details as the effect of an alteration in the value of coinage, rates of interest, &c., are noticed, which do not affect the general principles applicable to all obligations. So also at pp. 141, 142, thirteen cases are specified in which guardianship may be refused. At pp. 246, 247, fourteen cases are mentioned in which parents may disinherit their children. The same unnecessary minuteness also occurs at pp. 297 and 405. Details in a book like this are not only a a mistake as, serving to conceal the principles of law, but they are almost certain to be in some instances wrong if they are to be taken as applying to all countries in which modern Roman law prevails. For example, it is a little startling to be told in a book dealing with "the law now incorporated in the civil codes of continental nations," that one of the grounds for which a father may disinherit his children is, "when a child becomes heretical, and whilst his ascendant remains orthodox" or "when children associate themselves with poisoners;" or, again, that "the claim of a Jew upon a Christian cannot be assigned by the Jew to another Christian."

Not only is the arrangement bad, but in dealing with the subject, as arranged, there are many mistakes and much want of care. It would he difficult to find greater confusion in any book than is shown in an attempted explanation of custom as a source of law (p. 28) or of equity (p. 38), and of the origin of obligations (p. 322). In dealing with "domicile," we are told that "a person may have several domiciles," which is wrong when thus nakedly stated, and that "where there is a conflict of law, the dominant domicile governs," which is unintelligible, because there is no explanation of the meaning of a "dominant" domicile, a phrase that certainly requires explanation. Where the propositions stated are not actually wrong or wholly unintelligible, there is constantly such confusion of thought or misuse of language as to render the sense very obscure. As an explanation of "the relation of legal precepts to morals," we find "Morality is not a source of law. Before the tribunal only those Acts are regarded which result from the free exercise of the will, not such as arise from coercion. It is only obedience to law that can be legally enforced." The rights of emphyteusis and superficies, are called "legal Institutes." As a definition of "persons" or "men," we do not know, which we are told, that "those individuals in whom rights and obligations inhere, or persons having a capacity for legal relations, are designated men. In such cases men are regarded as persons." A fault akin to this, although of less importance, is the frequent and unnecessary use of extraordinary words, such as "convalesce," "concumbent," "rescindable," "complex of property," "obligated." At p. 92 the word "non-suited" is wrongly used, and "agreement" and "contract" are opposed to one another at p. 310, where they seem to be meant to signify the same idea. There are also a most undue number of misprints in the Latin words.

There is a curious absence of all reference to English law in this book, and there are but very few references to any modern law. The German names of some of the Latin legal terms are given) as "mandate or *mandatum*, called by the Germans Bevollmachtigungsvertrag," but such a sentence as this does not throw any light on the general subject of agency. There can be no better way of showing the full significance of foreign law, and of illustrating its effect than by comparison with English law, the system with which those for whom the book is written, viz., the "practising jurists" in England, may be supposed to be familiar. Not only, however, are there no allusions to English law, but there are few references to anything modern. A distinct preference is shown for old forms of illustration. Thus, at p. 65, in treating of donations, it is stated that "gifts exceeding 500 *solidi* must he judicially published." How many readers will be able to say offhand what is the value of 500 *solidi*? If it was necessary to particularise a sum, a computation in some modern currency would have been far more intelligible. What judicially published means is not explained.

The faults we have noticed render this book unfit for use by those who are not tolerably familiar with the subject of which it treats. It is too inaccurate and confused for beginners. It contains, however, evidence of much labour, and the learning in it may be useful to those whose knowledge enables them to separate the good from the bad. It is only to such readers that we can recommend this treatise.

The Criminal Law Consolidation Acts, with Notes of Cases. By E. W. COX, S. L., and T. W. SAUNDERS. Third Edition. London: *Law Times* Office. 1870.

This book will be found useful for all who are engaged, whether as advocates or judges, in the administration of criminal law. It contains all the statutes passed with reference to crime since 1861, and the position of the two editors is a sufficient guarantee that it has been prepared with requisite knowledge and skill. Mr. Serjeant Cox, as deputy assistant-judge for Middlesex, and recorder of Portsmouth, and Mr. Saunders as recorder of Bath and leader of the Somerset sessions, have both enjoyed ample opportunities of watching the practical working of the criminal law, and they can, therefore, speak upon the subject with the authority of experience. The present edition includes the Acts affecting

the law of crimes passed during the last session of Parliament. There is also a good index and an elaborate table of "crimes and their punishments" prepared by Mr. Purcell.

But the chief novelty of this edition is to be found in the introduction, which consists of five treatises, three from the pen of Mr. Serjeant Cox, and two from that of Mr. Greaves, Q.C., the draftsman of the Consolidation Act of 1861. Mr. Greaves deals at great length and with much learning with the difficult subjects of the authority to arrest without warrant in cases of indictable offences, and of the law respecting attempts to commit crimes. Mr. Serjeant Cox contributes brief criticisms of the Habitual Criminals Act, and the Act abolishing forfeiture for felony, and a longer paper on the "Principles of Punishment." His observations on the last topic are especially worthy the attention of non-professional magistrates. If they would, when sitting at petty or quarter sessions, bear in mind more constantly than they are, we fear, in the habit of doing, the character of the criminal they are about to sentence and the character of the crime he has committed, we should hear less about "justices' justice." With regard to the "character of the crime" it does not appear that Mr. Serjeant Cox's classification will help them much, but his observations upon the various descriptions of crime he enumerates—*e.g.*, upon crimes of wantonness, fraud, passion, or cruelty, will be found useful. As to the "character of the criminal," it is, of course, most material, when measuring the punishment to be inflicted, to inquire whether the prisoner is an "occasional," an "habitual" or a "professional" criminal. On the last named, we agree with Mr. Serjeant Cox, "mercy is wasted," and a long punishment, even though the offence actually proved on the particular occasion may be a slight one, is absolutely necessary. We are afraid, however, that no paper rules will ever prevent the passing of capricious sentences, so long as judicial discretion is left so wide as it is at present. Some discretion there must of necessity be. But the limits within which it is confined might be narrowed with advantage. And even without fresh legislation, a greater uniformity might be obtained if Mr. Serjeant Cox's sensible suggestion were adopted, and those who administer the criminal law were to hold "occasional, or, as I should prefer, periodical conferences upon the subject of punishment. Their is a fashion in crime as in other things, and prevalent offences require to be suppressed with exceptional severity. How effective that is was decisively proved in the instance of the crime of garotting, which has almost disappeared under the fear of the lash. If the judges of the superior courts and the chairmen of quarter sessions were to meet once a year and review the question of crime and punishment, and come to some general resolutions as to the nature of the treatment of the various offences then most prevalent, their combined experience could not fail to bring about an approach to uniformity."

COURTS.

COURT OF EXCHEQUER.

(At Nisi Prius, before MARTIN, B., and a Special Jury.)

Nov. 28.—*Sedgefield and Another* v. *Moojen.*

J. Brown, Q.C., and *A. Wills*, for the plaintiffs; *Joyce* and *E. Clarke*, for the defendant.

This was an action for work done as an attorney, and there was a count for the breach of an agreement on the part of the defendant to accept a bill for £500. The plaintiffs are attorneys in Australia, and the defendant is an attorney in London. Plaintiffs claimed £3,200. They had been employed by an attorney named Hughes to procure evidence on behalf of the person who claims to be Sir Roger Tichborne. Mr. Hughes retired from the suit, and the defendant took his place, writing to the plaintiffs continuing their retainer. The plaintiffs had gone upon commissions to various parts of Australia and New Zealand to get evidence, and had expended £2,200 in actual disbursements—travelling expenses, counsel's fees, commissioners' fees, and hotel bills. It was not disputed that the work had been done, but the defendant objected to the rate of charge as excessive.

Joyce said that the plaintiffs had charged £10 10s. a-day for their attendances, and proposed that the matter should be referred to one of the masters of this court.

J. Brown, Q.C., said it had been proposed to refer the matter to one of the taxing masters of the Supreme Court at Victoria, who was well-acquainted with the costs there, and it was not to be expected that men would work in a climate where the glass registered 102 degrees in the shade for the same remuneration as attorneys had in England. The masters in this court were not acquainted with the scale of costs allowed in Australia. He proceeded to read a very voluminous correspondence to show the nature of the work done, and that the defendant had been fully apprised of it.

In the end a verdict was entered for the plaintiffs for £3,002 4s. 9d.

COURT OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before Mr. Registrar MURRAY, acting as Chief Judge).

Nov. 23.—*Re Davis.*

Practice before the registrars.

Reed, on behalf of the debtor, who had filed a petition for liquidation, moved to annul an order made by Mr. Registrar Spring Rice, on the application of a creditor, giving leave to examine the debtor and other persons.

Bagley showed cause.

Mr. Registrar MURRAY, interposing, remarked upon the inconvenience of one registrar being asked to annul an order made by another registrar. The application should be brought before the registrar who granted the order.

Reed.—The application is made to you as Chief Judge, and the summons to examine witnesses stands for to-morrow. We seek to discharge the previous order on the ground that it has been improperly obtained; and we are in a position to show that one application to examine witnesses has been heard by Mr. Registrar Roche, and dismissed, and that the creditor thereupon applies to another registrar, who is ignorant of the facts, and obtains a second summons.

Mr. Registrar MURRAY said he was informed that notice of motion in this case had been served upon the other side before an appointment was obtained from the proper officer.

Bagley.—That is a clear irregularity.

Reed.—I apprehend that a suitor may give notice of motion at any time, and the case is now in the list.

Mr. Registrar MURRAY.—It would be a convenient practice if all applications to vary former orders were brought before the registrar who heard the original application; and I think solicitors should aid us in obtaining the proper appointments. This can easily be done. I feel that it would be very inconvenient for me, sitting as Chief Judge, to discharge an order made by another registrar. I say that I ought not to hear it, though, of course, if the applicant desires to apply to Mr. Registrar Spring Rice, he can do so.

Solicitors, *Lewis, Munns, & Co.*; *Saul Solomon.*

Business of the court.

It is understand that in future unopposed motions and petitions will be taken first; then the cases in the paper for public examination; and afterwards opposed motions and petitions.

A notice will shortly be promulgated to this effect.

APPOINTMENTS.

Mr. GEORGE J. PHILIP SMITH, barrister-at-law, of the Oxford Circuit, has been appointed, by the Lord Chief Justice, to be one of the Masters of the Court of Queen's Bench. Mr. Smith was educated at St. John's College, Cambridge, where he graduated B.A. in 1826. He was called to the bar at the Inner Temple in May, 1830, and was long known to the legal profesion as one of the editors of Best & Smith's Reports.

Mr. WILLIAM THOMAS GREENHOW, of the Northern Circuit, has been appointed Recorder of Berwick-upon-Tweed, in place of Mr. Ingham, Q.C., who has resigned.

Mr. RICHARD WILLIAMS, solicitor, of Beaumaris, has been elected Town Clerk of that borough, in succession to Mr. J. Watkins Jones, deceased. Mr. Williams was certificated in 1858.

Mr. WILLIAM SCRIVENS, solicitor, of Hastings, has been re-elected mayor of that borough for the ensuing year.

Mr. GEORGE MARSHALL, jun., solicitor (of the firm of Marshall & Son), of East Retford, Nottinghamshire, has been elected mayor of that borough for the ensuing year.

Mr. JOHN PARKER, jun., solicitor, of High Wycombe Bucks, has been elected mayor of that borough for the

ensuing year. Mr. Parker's father is registrar of the High Wycombe County Court, and clerk to the borough magistrates, and to the Commissioners of Taxes.

Mr. HENRY JOHN MEAD, solicitor (of the firm of Mead & Son), of 118, Jermyn-street, St. James's, has been appointed a London Commissioner to administer oaths in common law.

Mr. EDWARD KNOCKER, solicitor, of Dover, has been elected Mayor of that borough for the ensuing year. Mr. Knocker holds the local offices of clerk to the Commissioners of Taxes, and registrar of the Cinque Ports and of the Court of Admiralty.

Mr. CHARLES WARNER, solicitor, of Winchester, has been elected Mayor of that city for the ensuing year.

Mr. GUSTAVE BARTHELEMY COLIN has been gazetted as Procureur and Advocate-General of the Island of Mauritius, in succession to Mr. John Gorrie, who has been raised to the bench of the supreme court as puisne judge.

GENERAL CORRESPONDENCE.

CODES AND DIGESTS.

Sir,—I shall be obliged by your permission to say a few words upon the remarks in your late article on "Codes and Digests" (p. 37), as to the comparative advantages of improving and getting rid of the obsolete parts of the law, before or after the making of the digest.

It is impossible to ascertain what law is obsolete without examining the cases in which it is found, and sometimes much study is necessary for the purpose. If the obsolete law is to be first ascertained, the materials for each subject must be separately collected, and the labour, far from being lessened, will be much increased. The difficulty would be like that already encountered by "the dauntless three" in preparing the specimen digests; to be certain that nothing was omitted, each was compelled to go through all the reports. The general process which I advise is shortly—1. A dissection of the whole law by a single process, without a previous separation of subjects. 2. An arrangement of the materials according to a plan previously prepared. 3. The digestion by the different draftsmen of the materials placed in their hands, with reference to the general plan of which the work of each is to form a specified part.

In constructing his work each draftsman would separate such parts of the law as he considered to be already obsolete, and as to that which is still in force, but which it might be desirable to alter, the changes might certainly be made with more ease and safety after the law has been condensed and arranged than when its materials are scattered through hundreds of volumes.

Permit me to add, that I calculate the length of the work at only ten or twelve volumes at the most (see page 14 of the pamphlet). The note at page 37 of your journal, I think, shows a misunderstanding of one of my remarks upon this part of the subject. W. R. FISHER.

2, New-square, Lincoln's-inn, Nov. 28.

STATUTE OF LIMITATIONS.

Sir,—Will you or some of your readers kindly give an opinion upon the following point?

By an Act of Parliament which passed, say forty years ago, certain persons and their successors (trustees of a market) were *for ever* thereafter to pay to the town council of the borough an annuity of £50 per year out of the rents and profits of the market.

The bondholders in the market have received about £2 10s. per cent. on their bonded debts. The annuity has not been paid for the last thirty years.

If the town council commence an action against the market trustees, can the latter legally plead the Statute of Limitations to the whole of the claim? FIDE.

Dec. 1, 1870.

AN APPEAL.*

We are requested to state that the address of Mr. T. N. Blome, by whom subscriptions for the family of Mr. Crew are received, is at Messrs. Cocks, Biddulph & Co., Charing-cross, and not Messrs. Cox & Co., Charing-cross, as stated in the letter of Mr. Mackrell.

* *Ante*, p. 60.

IRELAND.

INCORPORATED SOCIETY OF ATTORNEYS AND SOLICITORS OF IRELAND.

The half-yearly meeting of this society was held in the Solicitors' Hall, Dublin, on the 26th ult. Mr. Arthur Barlow, vice-president, occupied the chair.

Mr. Goddard, secretary, read the report, which was unanimously adopted. In it the council referred in detail to the several matters affecting the interests of the society which had come under their notice since last meeting.

Mr. GEORGE W. SHANNON proposed "That it be an instruction to the incoming council to take the most prompt and effective means in their power to stop the evils of the present system of Dublin law agency, by obtaining from the judges of the courts of law and equity an order that no person shall act as town agent of a country attorney, unless he is himself a licensed solicitor." He thought the state of things at which this resolution was directed called for action on the part of the representatives of that society, and he trusted that ere long the system of law agency in Dublin would be placed on a proper footing.

Mr. MACRORY, in seconding the motion, said he trusted it would form a stimulus to the judges and the society to take action in the matter of Dublin law agency. Although a deputation had waited on their Lordships some time ago they had not yet made any communication to the society in reference to the matter.

The motion was adopted.

Mr. JOSEPH BURKE proposed "That the scale of fees settled by the Court for land cases reserved under the Land Act, 1870, is altogether insufficient for the duties for which it provides, while no remuneration whatever is given for a variety of business required by the rules to be done; and that the committee of the Incorporated Society be requested to bring this matter without delay under the consideration of the judges, with a view of their framing a schedule, altering and increasing the fees already fixed, and also establishing charges for the duties to be performed, and omitted to be performed by the present schedule." He felt astonished that the council had not touched upon this subject in their report, but as it had been intimated that they would be glad to hear any observations that might be made in reference to it, a meeting of some members of the society had been held when the foregoing resolution had been adopted, and he had been requested by that meeting to bring the resolution under the notice of the society in order to have their action upon it. He felt considerable interest in this matter, inasmuch as he was an agent for considerable property. Having carefully looked over the rules drawn up he found that out of the fifty-eight there were thirty-one which did not provide for remuneration for the performance of the duties to which they referred. Mr. Macrory then read the rules to which he alluded, and proceeded to say that it was absolutely necessary that there should be a revision of the subject. The matter particularly affected country practitioners; they, however, would find it difficult to meet together to discuss it, and as it more or less concerned the entire profession he thought the society should make some movement.

Mr. A. MITCHELL seconded the resolution.

Mr. ROCHE wished to remove a misapprehension under which Mr. Macrory seemed to labour, in supposing that the council had treated this matter with apathy. The rules had been very recently framed, and had not been in the hands of the council at the time to admit of any mention of them in the report. There was no doubt that the incoming council would see fit to take immediate action on the subject.

Mr. DILLON suggested that as the matter had been ventilated, and the object of the motion partially attained, the resolution might be withdrawn, there being no doubt that the incoming council would take the question in hand.

After some discussion the resolution was withdrawn.

Mr. Robert Wells, Town Clerk of the Borough of Hull, being recently incapacitated by illness from attendance to his public duties, has proposed to the Town Council to appoint his new partner, Mr. John Getting (who was lately and for some years past a managing clerk in one of the leading solicitor's offices in London), to be his Deputy Town Clerk. The Town Council has reserved its decision.

OBITUARY.

MR. W. A. REW.

Mr. William Andrew Rew, D.C.L., barrister-at-law, died at Finchley on the 23rd of November. Mr. Rew was educated at St. John's College, Oxford, where he graduated B.C.L. in 1828. He was afterwards elected to one of the Law Fellowships of St. John's College, which he held at the time of his death.

MR. J. S. SHACKELFORD.

Mr. James Shuckburgh Shackelford, M.A., barrister-at-law, expired at Husbands Bosworth, Leicestershire, on the 23rd of November, in the sixty-eighth year of his age. Mr. Shackelford was educated at Queen's College, Cambridge, where he graduated B.A. in 1830.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

On the Attorneys and Solicitors Remuneration Act, 1870.*

The important functions which our profession undertakes to discharge, and the grave responsibilities which devolve upon us in consequence, render it a matter of serious importance to society at large that the class of men who practice as attorneys and solicitors should be an educated and highly principled body; and it must be obvious that the public at large suffers by any regulations which, by improperly restricting remuneration, or in any other way, deter men of ordinary ambition from entering the profession and cause it to be recruited from a lower grade of society.

It is necessary, therefore, that the profession should offer to those who propose to enter it, a remuneration not less than that offered by the other callings which are open to the educated middle classes. That this is not the case may be fairly suspected, since the number of practising attorneys and solicitors has for many years been stationary, while the increase in the number of other professions, *e.g.*, of barristers, medical men, civil engineers, and actuaries, has been progressive with that of the general population.

I make these preliminary remarks because in considering the subject of my paper, I wish at the outset to insist upon the proposition that the subject of the remuneration of attorneys and solicitors is not a mere selfish question on which we are exclusively interested, but one in which the public generally is deeply concerned.

For many years past solicitors have felt the necessity for reconsidering the principles on which the restrictions under which they labour in respect of remuneration have been originally imposed and have been hitherto maintained.

In early times the price of commodities, and the remuneration for skilled or unskilled labour, and the interest on money lent, were all regulated by authority, but experience has demonstrated that the imposition of any arbitrary scale is injurious both to the vendor and consumer, employer and employed, lender and borrower, and with very few exceptions, society is now free to enter into its own bargains without the interference of a paternal or protecting supervisor.

However, finding ourselves bound by these fetters, we have of late years been struggling for their relaxation, and it is to be hoped, however slight has been the relief gained in consequence of our efforts, that it has proved beneficial in its operation on all sides. The subject has from time to time been agitated by the Incorporated Law Society, by other law associations, and leading members of our profession have for years past urged upon successive Governments, and especially upon the occupants of the highest judicial seats, the necessity of an alteration and amendment of the law in this particular. But the progress has been slow. To adopt the language of Lord Westbury when introducing his bill into Parliament in 1864 (which I shall refer to presently), "As usual in matters connected with English Law, even after the abuses have been pointed out, they are allowed to remain for nearly half a century, before the matter is brought to an issue, and an attempt is made to remove them."

I would refer to the able pamphlet of Mr. Field, published as long ago as 1840, followed by inquiries subsequently instituted and prosecuted into the unsatisfactory mode hitherto in force of remunerating solicitors; but in examining the various suggestions emanating from time to time from members of the profession it is curious to observe how, almost invariably, they have come in course of time (although frequently after long intervals of discussion) to be appreciated and adopted.

I propose to trace, as briefly as I can, some of the steps in the earlier progress of this agitation, and the following extracts from a letter addressed by the Chairman of a special committee of the Incorporated Law Society, in December 1840, to Lord Langdale, the then Master of the Rolls, seem to me an appropriate introduction of the subject:—

"The present system of taxation of costs uses length of written documents as the principal, and in many cases the only measure of professional remuneration, making no distinction whether a case has been difficult or otherwise, whether much or little responsibility is incurred, much credit given, and capital advanced or none, and applying the same unvarying scale of allowance to trifling as to important matters.

"We are unanimously of opinion that the first step towards the introduction of any effectual improvement must be the establishment of a taxing board, possessed of great discretionary powers, composed of men practically acquainted with the details of a solicitor's business, and being so selected as to ensure the confidence of the profession.

"If such a board were established, it may be desirable that it should have in itself primary jurisdiction without any order of reference, or an order of reference obtained as of course, in all matters relating to bills of costs between solicitor and client; that taxation should be granted on application of the solicitor as well as client, and that the taxation should (subject to an appeal either to the court or to some other member of the taxing board) be binding on both parties. If a tribunal constituted of competent persons, and addressing itself (according to the rules which the experience of its own members may furnish) to the simple question of *quantum meruit* be established, we believe that the profession will gladly see it invested with the most extensive and summary jurisdiction which can be wished, and we have no doubt that such board would be able, without difficulty, from time to time, so to mould the system of costs as to adapt it to any amendments in the practice of the courts which it may be hereafter thought desirable to introduce, but we must venture to repeat our conviction, that on the proper constitution of such a board will entirely depend the benefit of any change which may be made."

And again:—"It would be premature now to make any suggestions of detailed alterations on the present scale of taxation, but it appears to us that the best alteration that can be made, will be to relax the present rigid rules, and in many of the charges to allow to the taxing officer a discretion to apportion them according to the nature and importance of the business transacted, to the skill and labour bestowed upon it, and to the responsibility attached to it."

Here I would crave leave to digress so far as to express my agreement in the recommendation that a more satisfactory board, at least for bills taxed at common law, should be established than the present one constituted by the masters of the three superior courts of Westminster, whose functions have now become so various and some of whom have had but little experience of an attorney's practice; nor are registrars of county courts the most suitable officers to revise the bills in all kinds of contentious business of their fellow-practitioners in the same district in which they fill their public office.

In a letter addressed on the part of a committee of management of the Law Society to the late Lord Langdale, on the 21st December, 1842, I find the following passages:—

"The committee think that it would be a very great improvement in the taxation of costs, if the solicitors were allowed to introduce into their bills the several items of work actually done, with less adherence to the rigid technical rules according to which their bills are now made out, the committee having the fullest confidence that the taxing masters will have little difficulty in assessing the fair amount of allowance for the work performed, for carrying which change into effect it would be necessary to do little more than to make the items for instructions discretionary, and

* A paper read at the meeting of the Metropolitan and Provincial Law Association on the 12th of October last at Bristol, by Mr. Edward Bromley, of London.

in such case the committee consider that any merely technical items now allowed may be modified or discontinued.

* * * * *

"It is a fact which could be proved to your Lordship's satisfaction that in cases where costs are not ordered to be paid till after many years of litigation (and they are very numerous), the country solicitor, who has to pay the accounts of his London agent at stated periods, not only derives no benefit from his labour and anxiety, but frequently on a calculation of interest on his necessary outlay is actually a loser."

In 1843 the Law of Attorneys Consolidation Bill was passed (6 & 7 Vict. c. 73), and the indefatigable committee of the Law Society again addressed Lord Langdale, urging the necessity of giving the taxing masters a greater discretion in the allowance of charges, and pointing out that by the Act in question certain bills of costs had for the first time become subject to taxation.

His Lordship promised to communicate with the taxing masters, and with the Lord Chancellor, but the matter seems to have slept till 1853. In that year, the Law Society presented to the then Lord Chancellor a most important memorial, bringing under the consideration of his Lordship the objectionable principle of remuneration awarded to solicitors.

This memorial showed conclusively that changes in the law and practice had rendered many of the fees and allowances quite inapplicable, and also that some new mode of allowance ought to be devised adapted to the altered procedure in chancery, and calculated to afford to the practitioners a measure of fair remuneration.

I must content myself with quoting from the memorial the following:—

"Your memorialists submit it is to the interest of the suitors and the public, and that it is reasonable and just that solicitors should be paid according to the value of their services, the results obtained for the client, and the labour, skill, and thought, usefully bestowed on the business transacted by them, having regard also to the serious responsibility thrown upon that branch of the profession.

"That your memorialists submit that the existing system is opposed to those principles. It is at present made applicable alike to all cases, regardless of the amount of property involved, or any peculiar skill or labour exerted by the solicitors, or the weight of their responsibility. They are, besides precluded under all circumstances from contracting to receive from their clients for any services, however valuable, remuneration on a higher scale than that allowed by the strict rate of taxation; a disability which your memorialists submit ought to be greatly modified, if not entirely removed."

At the request of the Lord Chancellor the Council of the Incorporated Law Society in April, 1853, furnished his Lordship with suggestions for improving the mode of remunerating solicitors, accompanied by a schedule of certain fees which they proposed should be adopted in equity suits and other proceedings; and in 1854 a further communication was made to the Lord Chancellor.

I make the following extracts from this latter document because they seem to have an important bearing upon the recent legislation:—

"In every other profession, the duties of which involve the union of skill and labour with personal responsibility, no practical difficulty is found to arise in fixing the mode or rate of remuneration, because it is either settled between the employers and the employed, according to mutual agreement, or in the absence of agreement, by the application, under the direction of the ordinary tribunals of the rule of *quantum meruit*.

"The mode of payment of solicitors is, however, quite exceptional, as while they are entitled to be paid only according to a fixed uniform scale of fees, and a special tribunal exists for checking any departures by them from it, they are precluded under all circumstances from entering into agreements with their clients for the receipt of remuneration on any higher scale.

"It is obvious that even if contracts between solicitors and their clients were legalised to their fullest extent, a large class of business would remain for which no contracts could be made, and for which it would be necessary to retain proper regulations for the payment of solicitors; and that for the due observance of those regulations the existence of taxing officers is most convenient, if not absolutely necessary. While, therefore, the Council do not participate in the fears which have been expressed of the consequences to the public of permitting solicitors in all cases to enforce contracts made *bonâ fide* for the remuneration of their services, they do not feel that the complete removal of the prohibition involves any great principle which they should urgently press on the Lord Chancellor's consideration."

A main feature in the schedule of proposed additional fees consisted in giving a discretionary power to the taxing master to regulate his allowance for several items of charge according to his view of the industry and skill displayed by the solicitor in his work, and by the intrinsic character and importance of the work so charged for, thus holding out to the solicitor a premium for expedition and brevity.

I will not attempt in this paper to recapitulate every step which has been taken in the direction so strongly pointed at by the various documents from which I have quoted; but having traced (however imperfectly) the progress of the question up to 1854, I will proceed at once to Lord Westbury's bill of 1864.

On the 21st April, 1864, Lord Westbury (then Lord Chancellor) stated in the House of Lords his intention to introduce a bill for better regulating the remuneration of solicitors, and soon afterwards the Council of the Incorporated Law Society appointed a special committee of its own body to watch its progress. This special committee was enlarged by the addition of solicitors of experience invited to co-operate, and a sub-committee was appointed to communicate with Lord Westbury, who, in forwarding a copy of his bill for their consideration invited their observations upon it.

The bill contained a clause to give validity to contracts between solicitors and attorneys and their clients, but it provided that such validity should only extend to written contracts signed by the attorney and client respectively, and attested by two witnesses—a needless formality which would have almost neutralised the enabling portion of the Act, and restricted its benefit to an infinitesimal quantity.

The illusory nature of this proffered boon was at once pointed out by the committee to Lord Westbury.

It contained also a clause empowering solicitors when acting as trustees to make the usual professional charges. Of this the committee approved, but expressed their opinion that the provision should be extended to embrace solicitors acting as executors. [A clause to this effect was inserted in the bill as brought in by Mr. Rathbone, but the promoters of the bill were obliged to abandon the clause lest the measure should be thrown out.]

Lord Westbury's bill also contained a clause empowering attorneys or solicitors to take a security for future costs or advances, and I am glad to find a provision to this effect in the recent Act. The committee, when in communication with his Lordship, upon this bill, took the opportunity of bringing to his attention the following suggestion, which they submitted could be adopted and carried out by the Chancellor without the aid of Parliament.

Inasmuch as in suits and other similar proceedings, the taxation of costs must continue to be unavoidable, the committee desired to press upon his Lordship's attention the propriety of issuing orders in chancery, directing the taxing masters to exercise that full discretion in taxing costs which it was intended should be exercised when those officers were first appointed.

In November, 1864, Lord Westbury announced to the committee his intention to re-introduce his bill in the session of 1865, and as he was desirous of perfecting the measure, he invited the committee to wait upon him for the purpose of discussing its provisions. Accordingly, the committee attended his Lordship, when the proposed bill, as well as the entire subject of solicitors' remuneration was, I understand, fully and freely discussed. Lord Westbury admitted the inadequacy of the remuneration of solicitors, in many respects, and the impropriety of the mode of assessing it, and expressed his desire that these defects should be remedied; that as to such matters as could be dealt with by new orders, he would carry them into effect in that mode, and as to such as could only be effected with the aid of Parliament, that he would introduce a separate bill for the purpose. His Lordship thought that by these means a comprehensive and satisfactory solution of the question might be obtained, and he suggested that the committee should consider the proposed alterations, dividing them into two distinct classes—one to be dealt with by orders in chancery, and the other by bill, and that he would then give them his best consideration.

In the suggestions eventually submitted to Lord Westbury, the amendments to his original bill, already noticed, were again pressed upon his Lordship's consideration, and it was urged that the proposed bill should authorise solicitors to charge interest upon their disbursements, from the end of the year in which they should have been made, and on the amount of all bills of fees as well as disbursements, after the expiration of a reasonable period. The committe again brought forward their suggestions for increasing the scale of charges for that class of business in respect of which the present fixed allowance had become, from various changes in the law and practice and in the relative value of money, inadequate to remunerate solicitors for the work done and responsibility incurred by them, and they proposed that a discretionary power should be given to the taxing masters to increase such charges, according to the nature of the business transacted and the real value of the services rendered by the solicitor.

Shortly before the meeting of Parliament, and while the intended bill was under consideration, a meeting of the special committee was held at the Law Society's Hall, at which deputations from several of the provincial law societies attended. At this meeting some important resolutions were passed, expressing the views of country solicitors on the subject.

(*To be continued.*)

LAW STUDENTS DEBATING SOCIETY.

At the meeting of this society, on Tuesday, November 29th, Mr. Hepburn in the chair, the question for discussion was No. cxci., Jurisprudential—"Ought England to adopt some system of compulsory military service?" Mr. Nicholls opened the debate, and the question, after an animated discussion, was decided in the affirmative.

COURT PAPERS.

THE JURIES ACT, 1870.

Michaelmas Term, 1870.

REGULÆ GENERALES, made in pursuance of the Act 33 & 34 Vict. c. 77, applicable to Trials in London and Middlesex, and at the Assizes.

It is ordered:—

1. That a juror summoned to attend for the trial of common or special jury causes in London or Middlesex, not having had notice on a previous day not to attend, who appears in obedience to his summons and continues ready to serve during the day if required, shall be considered as having been, within the meaning of "The Juries Act, 1870," in attendance, and as being entitled to be paid according to the provisions of the statute.

2. That the sum of £3 shall be deposited with the associate upon the entry of every common jury cause in London or Middlesex by the party entering the same.

3. That upon the entry of every special jury cause in London or Middlesex, except as hereinafter mentioned, the sum of £12 12s. shall be deposited with the associate by the party so entering the cause.

Provided that where, before the entry of such cause for trial by any party, it has been made a special jury cause by the opposite party, then the party entering the cause may, if he think fit, give notice to such opposite party of his intention to deposit with the associate the sum of £3 only, and to enter the cause for trial by a common jury, and may thereupon enter the cause to be tried as a common jury cause, and deposit with the associate the sum of £3 only; and in that case, unless the opposite party deposit with the associate the further sum of £9 12s. within one day after such entry, the cause shall be tried by a common jury as a common jury cause, unless a judge otherwise order.

Provided also that where a party to a cause has obtained an order that a special jury be struck for the trial of a particular cause, he shall, on or before giving notice to the sheriff of such order, deposit with the sheriff the sum of £25 4s., otherwise the said order shall be of no avail and the said cause shall be tried in the same way as if no such order had been made. The sheriff shall forthwith pay over to the associate the money so deposited with him.

4. Where a cause, after having been entered in London or Middlesex as a common jury cause, has been ordered to be made a special jury cause by rule or order, the sum of £9 12s., being the difference between the deposit of £3 made at the time of entry and the sum of £12 12s., shall be forthwith deposited with the associate by the party obtaining such rule or order, and in default the cause shall, notwithstanding such rule or order, be tried by a common jury, unless a judge otherwise order.

5. That no second deposit shall be made on the re-entering of a cause for trial which has been withdrawn before commencement of trial.

6. That the deposits so made in London and Middlesex respectively in special jury causes shall form a fund for the payment of special jurors in attendance as aforesaid.

7. That the deposits so made in London and Middlesex respectively in common jury causes shall form a fund for the payment of common jurors in attendance as aforesaid.

8. That the funds aforesaid for London and Middlesex shall be kept separate and distinct for all purposes, and shall be applicable solely to the remuneration of jurors in London and Middlesex respectively.

9. That in every case in London or Middlesex in which the sum of £3 only has been paid on the entry of a cause, whether entered as a special jury cause or not, if the cause is afterwards tried as a special jury cause, the sum of £3 paid on entry shall form part of the special jury fund; and that in every such case in which the cause is afterwards tried as a common jury cause, the sum of £3 paid on entry shall form part of the common jury fund.

10. That in all causes, whether tried by a special jury or by a common jury, the sum of £3 if deposited by the successful party shall be recoverable as costs in the cause, if he be otherwise entitled to such costs.

11. In special jury causes, the further sum of £9 12s., if deposited by the successful party, shall be deemed to be costs of the special jury, and shall be recoverable as costs in the cause, if he be otherwise entitled to such costs and the judge certify that the cause was fit to be tried by a special jury.

12. In all causes already entered and now standing for trial by special juries, the party who has made the cause a special jury shall forthwith and before trial deposit the sum of £12 12s. with the associate, and if he make default the other party may pay the same sum, but if the party who has made the cause a special jury cause fail to pay the said sum of £12 12s. the other party may pay the sum of £3 and thereupon the cause shall be tried as a common jury cause and if the sum of £3 be not paid to the associate by either party the cause shall be struck out unless the judge otherwise order.

REGULÆ GENERALES, made in pursuance of the Juries Act, 1870, applicable to Trials in other Counties and Places than London and Middlesex.

It is ordered:—

1. That on every day during the assizes on which any civil cause is to be tried, the judge presiding in the civil court shall direct that a sufficient number of jurors be taken by ballot from the common jury panel, who shall be the jurors during that day to try civil causes, and shall not during that day be called on to try criminal cases unless needed and required to do by the judge presiding in the criminal court.

The residue of the panel shall be the jurors to try criminal cases during that day, and shall not be called on to try civil causes unless needed and required to do so by the judge presiding in the civil court.

The jurors thus taken by ballot, and who continue in attendance during the day, and such others as actually sit on the trial of any civil cause or causes, shall be considered as the jurors in attendance for that day, and entitled as such to the payment of 10s. Provided that the names of those jurors who have already been taken by ballot for one day shall not, except by order of the judge, be included in the ballot for any other day during the assizes until all other names have been drawn.

2. That the sum of £3 shall be deposited with the associate upon the entry of every common jury cause for trial at the assizes by the party entering the same.

3. That in every cause wherein notice is given to the sheriff by either of the parties to the cause, that such cause is to be tried by a special jury, the party giving such notice shall, before or at the time of giving such notice, deposit with the sheriff the sum of £12 12s. toward the fund for the remuneration of the special jurors; and in default of such deposit such notice shall be of no effect. The sheriff shall forthwith pay over to the associate the money so deposited with him.

4. The sum of £12 12s. shall be deposited with the associate upon the entry of every special jury cause for trial at the assizes by the party entering the same, unless he has previously made such deposit of £12 12s. with the sheriff as before mentioned.

Provided that where before the entry of such cause for trial by any party it has been made a special jury cause by the opposite party, then the party entering the cause may, if he think fit, give notice to such opposite party of his intention to deposit with the associate the sum of £3 only; and to enter the cause for trial by a common jury and may thereupon enter the cause to be tried as a common jury cause, and deposit with the associate the sum of £3 only, and in that case unless the opposite party deposit with the associate the further sum of £9 12s. within one day after such entry the cause shall be tried by a common jury as a common jury cause unless a judge otherwise order.

Provided also that where a party to a cause has obtained an order that a special jury be struck for the trial of a particular cause, he shall on or before, giving notice to the sheriff of such order deposit with the sheriff the sum of £25 4s., otherwise the said order shall be of no avail, and the said cause shall be tried in the same way as if no such order had been made. The sheriff shall forthwith pay over to the associate the money so deposited with him.

5. Where a cause, after having been entered as a common cause, has been ordered to be made a special jury cause by rule or order, the sum of £9 12s. being the difference between the deposit of £3 made at the time of entry and the sum of £12 12s., shall be forthwith deposited with the associate by the party obtaining such rule or order, and in default the cause shall, notwithstanding such rule or order, be tried by a common jury unless a judge otherwise order.

6. That in all causes, whether tried by a special jury or by a common jury, the sum of £3, if deposited by the successful party, shall be recoverable as costs in the cause if he be otherwise entitled to such costs.

7. In special jury causes the further sum of £9 12s., if deposited by the successful party, shall be deemed to be costs of the special jury, and shall be recoverable as costs in the cause if he be otherwise entitled to such costs and the judge certify that the cause was fit to be tried by a special jury.

8. It is further ordered that in all causes pending, and which are already entered for trial at the ensuing assizes, the plaintiff in any common jury cause shall before the the cause is tried deposit the sum of £3 with the associate for the purpose of the fund to be provided under the statute for the remuneration of the said jurors to try common jury causes; and in case the plaintiff shall make default in paying such deposit the other party in the cause may pay the same, and in default of the same being paid the cause shall be struck out unless the presiding judge shall otherwise order.

9. In all causes pending, and which are already entered for trial by special juries at the ensuing assizes, the party who has made the cause a special jury cause shall forthwith and before trial deposit the sum of £12 12s. with the associate, and if he make default the other party may pay the same, but if the party who has made the cause a special jury cause fail to pay the said sum of £12 12s. the other party may pay the sum of £3, and thereupon the cause shall be tried as a common jury cause, and if the sum of £3 be not paid to the associate by either party, the cause shall be struck out unless the judge otherwise order.

Read in court, November 25th, 1870.

COURT OF CHANCERY.

CAUSE LIST.

Sittings after Michaelmas Term, 1870.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.

1866.

Johnstone v Hamilton (S.—May 2)

1870.

Prees v Coke (J.—March 31)
Marine Investment Corporation v Haviside (J.—April 1)
Dugdale v Meadows (J.—April 7)
Tennant v Trenchard (J.—April 23)
Dean v Bennett (J.—May 6)
Grand Junction Canal Co. v. Shugar (R.—May 10)
Imperial Mercantile Credit Association (Limited) v Coleman (M.—May 17)
Same v Same (M.—May 17)
Bayspoole v Collins (J.—June 1)
Jegon v Vivian (R.—June 3)
Watts v Kelson, pt hd (R.—June 7)
In re The Agriculturist Cattle Insurance Co. & J. S. Winding-up Acts, 1848, 1849 and 1857 (Bush's case) appl motn pt hd (R.—June 7)
Davies v Price, Acraman v Price (J.—June 8)
Mack v Postle (S.—June 10)
Bent v Cullen (J.—June 11)
Caldwell v Cresswell (M.—June 11)
Hazell v Barker (M.—June 20)
Boreham v Hall (S.—June 21)
Laws v Milo (R.—June 22)
Hatton v Wicks (R.—June 22)
Wicks v Hatton (R.—June 22)
In re The Great Wheal Busy Mining Co. & Companies Act, 1862, appl petn from the Vice Warden of the Stannaries (July 7)
Watkins v Matthews (M.—July 11)
Warrick v Queen's College, Oxford (R.—July 11)
Marsden v Harrison (J.—July 11)
Marsden v Harrison (J.—July 11)
Greenhow v Price (R.—July 11)
Phillipsen v Gibbon (M.—July 16)
Roberts v Roberts (S.—July 16)
Lambe v Eames (M.—July 18)
Crook v Hill (S.—July 1)
Shackleton v Shackleton (J.—July 19)
Springett v Jenings (R.—July 21)
Johnson v Hookham (R.—July 25)
Wilkinson v Dent (R.—July 28)
Blunt v Blunt (R.—July 29)
Coultwas v Swan (S.—July 29)
Betts v Willmott (J.—Aug. 12)
Pryse v Stanton (J.—Aug. 26)
Pearson v Dolman (J.—Sept 8)
Simson v Raven (J.—Nov. 4)
Ingle v Goodwin (R.—Nov. 4)
Attorney-General v Great Eastern Ry. Co. (R.—Nov 5)
Trappes v Meredith (J.—Nov. 5)
Blease v The Warrington Wire Rope Works (Limited) (M.—Nov. 5)
Whiting v Burke (M.—Nov. 8)
Jackson v Crick (J.—Nov. 10)
Richardson v Younge (M.—Nov. 12)
Watson v Brook (M.—Nov. 19)
Stubbs v Gilbert (R.—Nov. 24)
Bowen v Cobb (M.—Nov. 28)

Before the MASTER OF THE ROLLS.

Causes, &c.

Atherley v The Isle of Wight Ry. Co. & City Bank m d
Lloyd v Thomas m d witnesses before examiner
Hamilton v Offley m d (Dec 5)
Clark v Revill c, wit (Dec 5)
Barrett v Mulberry f c (Dec 18)
Whitworth v Whitworth m d
Watkins v Thomas m d witnesses before examiner
Jarvis v Allen, Allen v Jarvis, f c & s to vary (Dec 5)
Bristowe v Tweed c, wit (day to be fixed)
Blew v Blew f c
Pope v Butler c
Brook v Badley f c
O'Toole v Browne f c
Menzies v Lightfoot m d, witnesses before examiner
Patch v Rolt f c & sumns. to vary
Slater v Worthington f c & sumns to vary
Linney v Childs f c
Tempest v Lord Camoys f c
Fadelle v Bernard c, wit
Brown v Brown f c
Ratcliffe v Barnard c
Pinkerton v Easton m d
Bodman v Crosswell m d
Hudson v Richards c
The London Quays & Warehouses Co. (Limited) v Finch m d (Dec. 13)
In re Lovett's Estate, Hewstone v Harding f c
Longworth v Longworth c
Bahre v Murrieta c
Sheppard v Mitchell m d
Fleming v Lord Camoys f c
Small v Pratt m d
Bruce v Bruce m d
Gwynne v Williams m d
Cannon v Johnson f c
Munn v Smithe m d
Saull v Brown f c (short)
The Conservators of the River Thames v The South Eastern Ry. Co. m d
Clinch v Clinch c
Bailey v Bailey m d
Mosey v Squire sp c
Leach v Grazebrook m d
Lees v Lees f c
Atwell v Atwell m d
In re Ward's Estate, Ward v Ward f c
Roberts v Blair c
Williams v Hamar m d (short)
Stedman v Stedman c
Tomkins v Lingwood m d
Attree v Attree f c
Brooks v Jones & 3 other causes f c

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Crosley v Ingham m d
Bailey v Milman c
The United Land Co. (Limited) v North m d
Ladyman v Grave m d & two sumns (Dec 7)
Woollacott v Sennett m d
Muschamp v Coombes m d
Nightingdale v Nightingale m d
Cust v Lady Middleton f c
The Merchants' Co. (Limited) v Barber m d
Provost v Mendham m d
Colmer v Ede m d
James v Ellis c
Frampton v Hunt c, wit (Dec 6)
Best v Donmall m d
Murray v Hunter m d
Bennett v Harfoot m d
Nation v Diamond m d
Brader v Kirby c, Collins v Brader m d, rehearing
Granger v Wimble f c
Head v Amey m d
Armstrong v Timperon f c & s to vary
Hawkins v Gale f c
Browne v Lea f c
King v King f c & sums
Montague v Robertson m d
The Furness Iron and Steel Co. (Limited) v Ross m d
Thomas v Richardson f c
Speight v Walton m d
Maunsell v Maunsell f c
Griffin v Morgan f c
Barlow v Bailey m d (Dec 5)
Murphy v Morgan m d

Williams v Williams f c
Porter v Porter m d
Fish v Rivers m d
Cobbold v O'Malley m d
Taylor v Rogers f c
Pedley v Claeys c
Reynolds v Burns m d
Busch v Jarvis, Orrell v Busch f c
Dakers v Nelson m d
Wilson v Wilson c
Hadfield v Adlington f c
Williams v Games f c
Chidgey v Whitby f c
Ashpitel v Denton f c
Bruff v Cobbold m d
Blaydes v Blaydes c
Pole v Begbie f c
Roake v Wells m d
Lewis v Lewis f c
Burr v Miller m d
Brand v Chaddock s c
Walker v Walker f c
Worthington v Williamson f c
Parsonage v Smith m d (by order)
Johnson v Johnson f c & sumns to vary
Creigh v Fenwick m d
Savage v Savage f c
Richardson v Hodgetts m d
Abbott v Forty m d
Crabb v Miller m d
Cox v Arney s c
In re Thompson's Estate f c
Stockdale v Thompson f c
Lawton v Ford f c
West v Lee f c
Parker v Slack m d
Martin v Casey m d
Walker v Garrard m d
Dixon v Dixon m d (short)
McEwen v The West London Wharves and Warehouses Co. (Limited) m d
Touche v The Metropolitan Railway Warehousing Co. (Limited) c
Turquand v Ingham c, pro confesso against sole defendant
De Windt v Johnson m d (short)
Walters v Marychurch m d
Whitefoord v Osbiston m d
Haygarth v Wearing c
Douglas v Douglas m d
Phillips v Mullings m d
Williams v Taylor f c
In re Dodman's Estate f c
Dodman v Dodman f c

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Gilbert v Guignon exons for insufficiency
The Imperial Mercantile Credit Association (Limited) v Chapman demr
Greenhill v The Isle of Wight (Newport Junction) Ry Co. demr of Ry. Co.
Same v Same demr of H. Jackson
Same v Same demr of T. Webster
The International Bank (Limited) v Gladstone m d wit bef exam
Earl Beauchamp v Winn c, wit (day to be fixed)
Lee v The Lancashire & Yorkshire Ry. Co c, wit (day to be fixed)
Levinstein v Wenham c, evid viva voce at hearing
De Witte v Denne c, wit (day to be fixed)
Heard v Pilley c, w (Dec 6)
Morgans v Roberts m d
Wilson v Legh m d
Barstow v Baldwin c, wit (day to be fixed)
Niven v Alcock m d
Prichard v Prichard m d
Rutherford v Scott m d
Clark v Henry m d
The Potteries, Shrewsbury & North Wales Ry. Co. v Minor m d
Francis v Wade m d
Sollory v Leaver c
Stayt v Shepard m d
Sheppard v Walter m d
Johnson v Jewell m d
Hale v Adams m d
Thornton v Lascelles m d
Skinner v The Plumstead District Board of Works m d
Hollins v Taylor m d
Joseph v Hart c, wit (day to be fixed)
May v May m d
Williams v Hughes m d
Ashworth v Munn m d
Shipwright v Clements m d
Saunders v Saunders m d
Sherlock v Cole m d (Dec 16)
Fletcher v Carr m d
The Imperial Mercantile Credit Association (Limited) v Wilson m d
Turner v Collins c, wit (day to be fixed)
Ryves v Ryves s c
Sweeny v Kenny m d
The Alliance Bank (Limited) v The Xeres Wine Shipping Co. (Limited) m d
Moir v Liebig's Extract of Meat Co. (Limited) m d
Shaw v Cooke c
Wotherspoon v Currie m d
Cox v Tidey m d
Chamberlain v Chandler c
Simon v Owen m d
Snewing v The Watford District Local Board m d
The Prudential Assurance Co. v Bartlett m d
Macbryde v Eykyn c, wit (day to be fixed)
Poole v Nicholson m d
Domett v Domett m d
Robinson v Jones m d
Bourdillon v Collins c
De Montigny v Schmidt c, wit (day to be fixed)
Machin v Darwin f c and sums to vary
Critchley v Naylor m d
Browning v French f c
Ward v Ward c
Lloyd v Pughe f c
In re E. W. Lloyd's Estate f c
Evans v Pughe f c
Swan v Price f c
Godfree v Kinnear m d (short)
Rushworth v Walden f c
Bethune v Fleming m d
Ogilvie v Ogilvie f c
Carter v Miller c
Ricketts v Harling f c (Dec 5)
Gartside v Mellor f c (short)
Vander Byl v Austin m d
Moore v Moore f c
Plume v Weston f c
Castle v Fox f c & s to vary
Spurling v Upperton m d
Wainewright v Patten m d
Hunt v Hunt f c
Dence v Dixon c, wit (day to be fixed)
Kidman v Kidman sp c
Hemming v Maddick m d, witnesses before examiner
Lister v Warburton c (March 14)
Whittemore v Whittemore f c (short)
Addison v The London & South Western Bank (Limited) m d
The Oriental Financial Corporation (Limited) v Overend, Gurney & Co. (Limited) m d
Pemberton v Barnes m d
Harris v The Whitehaven, Cleator, and Egremont Ry. Co. c
Shelton v Ashby m d
Hudson v Taylor c
Gwilt v Kerr f c
Roberts v Kennedy m d
Hilton v Hilton m d
Hindmarsh v Teather f c (short)
Turquand v Lister m d, pro confesso against defendants Hugh Parker & David M. Parker
Gibbins v Baseley f c
The London & South Western Bank (Limited) v Fairlie, Bart. f c
Mitchell v Acton m d
Wooldridge v Edgell f c
Sutton v Gingell m d
Smith v Smith c
Hayhow v George f c
Young v London, Brighton & South Coast Ry. Co. m d
Katterns v Livett m d (short)
Shalless v Woolmer f c
Downing v Bond m d
Sparrow v Wilson f c
Rugg v Read m d
Lines v Tucker c
Pegg v Pegg m d
Overend v Wall f c
Harding v The Metropolitan Ry. Co. m d
Nixon v Garstin f c
Knightley, Bart. v The Daventry Ry. Co. m d
The London Financial Association v Watson m d
Gough v Dickenson m d
Marling v Tompson m d
Sanders v Hooper m d
Hooper v Hooper m d
Brice v Parnell m d (short)
Crossley v Elworthy m d
Bradbury v Cross m d
Hughes v Davies f c
Hendriks v Curtis f c
Forshaw v Marshall m d (short)
Francis v Francis m d (short)
Powell v Riley f c
Domville, Bart. v Brown m d (short)
Skerrett v Brown m d (short)
Smith v Godber m d
Da Silva v Benoliel m d
Horsley v Bevan m d
Allan v The United Kingdom Electric Telegraph Co. (Limited) c

Before the Vice-Chancellor BACON.

Causes, &c.

Anderson v Pignet demr, pt hd
Viscount Newry v Earl of Kilmorey exons for insuff
Pears v Laing m d
Stamp v Anderson, Anderson v Stamp c, wit (day to be fixed)
The Grover and Baker Sewing Machine Co. v Wilson trial by jury
Oakey v Sennett m d
The Grover and Baker Sewing Machine Co. v Wilson m d
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (Dec 11)
Goold v Goold f c & petn
The Liverpool Marine Credit Co. (Limited) v Read c, wit (Dec 6)
Berry v Morrell c, wit
James v Jones c
Dunn v Fowler m d, witnesses before examiner
Kilbey v Haviland m d
The Tawd Vale Colliery Co. (Limited) v Berry c (with Berry v Morrell) by order
Hurry v Hurry f c
Beet v Beet m d
Finney v Godfrey m d trial by jury
Graham v Cole m d
Roskell v Whitworth m d
Knapp v Knapp m d
Robertshaw v Firth m d
Brunel v Brunel m d
Pearce v Scudds m d
Lycett v The Stafford and Uttoxeter Ry. Co. m d
Highett v Dampier m d
Ingram v Upperton c, wit, (day to be fixed)
Messer v Stacey c
Bleackley v Hall m d
Greene v The West Cheshire Ry. Co. m d
Dawson v Robinson sp c
Murray v Clayton m d
Holdsworth v Bromley c
Phipps v Berridge m d
Heyman v Dubois m d
Murchison v Batters m d
Smith v Gibson sp c
Hall v Hargreaves c, wit (day to be fixed)
Earle v Appleyard m d
Howard v Howard m d
Hickman v Bentley m d
Grosvenor v Bentley m d
Kemp v The South Eastern Ry. Co. m d
Brandon v Hume m d
Carter v Earl Ducie m d
Palmer v Flower sp c
Hurst v Johnson m d
Savage v Snell sp c
Wade-Gery v Handley m d
Charlton v Charlton m d
Bond v Milbourn m d
The New Bowson Deep Coal Co. (Limited) v Jackson m d
Ramsey v Hooper m d
Defries v The Metropolitan Ry. Co. m d
Sinnett v Herbert f c
The London & Paris Hotel Co. (Limited) v Mainwaring m d
Johnson v The Dudley & West Bromwich Banking Co. m d
Ashby v Bernard c
Chudleigh v Wood m d
Hayward v Penny m d
Pitts v The Kingsbridge Highway Board m d
Scudder v Hebb m d
Stacey v Messer c
Ford v Foster m d
Harrison v Good m d
Hooper v Webb c
Phillips v Phillips f c
Quick v The British Mutual Investment Co. (Limited) m d
Ridler v Dunn and Others m d pro confesso against defendant Penniston Dunn, wit before exmr.
Stamer v Wright m d
Cadman v Cadman sp c
Shellam v Lister c
Davies v Thomas m d
Upmann v Elkan m d
Allones v Elkan m d
Barnaby v Tassell sp c (Dec 10)
Ashton v Illidge m d
Illidge v Ashton m d
Heath v Heath m d

Iles v Williams m d
Brown v Taylor f c short
Costerton v Worship m d
Valle v Clippindale m d
Hunt v Sidney f c
Wilson v Tucker m d
Chester v Chester f c
Chatfield v Chatfield c
Ridgeway v The Tottenham & Hampstead Junction Ry. m d
Gilbert v Bowen c, wit
Dixon v Cross m d
Attorney-General v The Borough of Birmingham m d
Moser v Tall m d
Harris v Ekins m d
Edmunds v. Jones c
Paul v Children m d
Kaye, Bart. v The London & North Western Ry. Co. c
Overton v Cutbill m d
Rennie v Morris c, wit
Ralfe v Hawthorne c, wit (1869.—R.—58)
Ralfe v Hawthorne c, wit (1869.—R.—61)
Baylis v Tilsley c, wit
Palmer v Hoare m d
Anderson v Anderson m d
Williams v Pearn f c
Sutton v Sutton m d
Allan v Gott f c
Rattey v Cleobury f c
Collins v Collins f c
Thompson v Hewitson f c
In re Woronzow Greig Somerville v Greig f c
The Agra Bank (Limited) v Martyn c
Entwisle v Ainsworth f c & sumns to vary (short)
Sowerby v. Thomlinson m d
Heidsieck v Duckworth m d
Williams v Stanger f c
Whitney v Smith f c
Plant v Mahon m d
Blaxland v The Metropolitan Ry. Co. m d
Cababe v Cababe c, wit (day to be fixed)
Wood v Hosford f c
Murphy v Vincent c
Bigg v The Corporation of London m d
Allen v Taylor m d
Wilson v The Furness Ry. Co. m d
Knowles v Shiers c
Workman v Merest m d
Vickers v Butterfield m d
Beattie v Lord Ebury c
Cousens v Rose m d
Bull v Cobbold m d
Pickett v Packham f c
Rees v Braidley m d (short)
The London & Colonial Co. (Limited) v Elworthy m d
Hargreaves v Hall m d
The Colonial Bank of Australasia v Birchall m d
Imray v Imeson sp c
Kimberley v Dick c
Warters v Winter m d
Harrison v Champion c (short)
Johnson v Pennack m d
Gillham v Filder m d
Dixon v Dixon m d
Shellam v Rodrigues m d
Joyce v Daw m d
Acton v Middleton m d
Glegg v Quanbrough f c
Hodges v Hodges f c
Manning v Gill f c
Mathews v Gover f c
Wight v Wight f c

PUBLIC COMPANIES.

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	87
Stock	Caledonian	100	79
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124
Stock	Do., A Stock*	100	134
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	69½
Stock	Lancashire and Yorkshire	100	132½
Stock	London, Brighton, and South Coast	100	40½
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	127½
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	44½
Stock	Metropolitan	100	64½
Stock	Midland	100	137½
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	33
Stock	North London	100	116
Stock	North Staffordshire	100	61½
Stock	South Devon	100	49
Stock	South-Eastern	100	74½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 2, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91⅞ x d
Ditto for Account, Jan., 91⅞ x d
3 per Cent. Reduced 91⅞
New 3 per Cent., 91⅞
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 10 p m
Ditto, £500, Do — 10 p m
Ditto, £100 & £200, — 10 p m
Bank of England Stock, 4½ per Ct. (last half-year) 232
Ditto for Account.

MONEY MARKET AND CITY INTELLIGENCE.

Just after our last week's report somewhat of a panic set in, upon rumours which seem to have been set afloat for speculative purposes. The markets, however, quickly returned to the level to which they had gradually crept up during the previous week. The week which has just closed having been favourable to anticipations of peace, an increase in strength has taken place, coupled with a slight advance of price in some descriptions. The markets are now rather firm at their present prices, but both buyers and sellers seem very cautiously disposed.

Messrs. J. & A. Scrimgeour are authorised to receive applications for 20,000 preferred shares of the Bedford and Northampton Railway, in 2,000 certificates of 10 shares each, bearing 5 per cent interest in perpetuity, guaranteed by the Midland Railway Company. The price of the shares now offered is £92 10s. for each £100 stock, bearing interest at 5 per cent. per annum from December 1, 1870, on the full amount of £100, equal to £5 8s. per cent. per annum, interest payable January 31 and July 31 in each year. The Midland Railway Company take over the line on its completion, when their guarantee comes into effect; the contractors are under engagement to finish the line by the 31st of August next, and they will pay interest on the preferred shares until the line is so taken over, at the rate of 5 per cent. per annum on the full £100 per certificate, and the amount will be invested in consols in the joint names of W. C. Curtis, Esq., 15, Lombard-street, London (Messrs. Robarts, Lubbock & Co., bankers), and Colonel W. B. Higgins, Picts' Hill, Bedford (Chairman of the Bedford and Northampton Railway), who have consented to act as trustees for the preference shareholders, and will apply the amount in the payment of such interest.

ESTATE EXCHANGE REPORT.

AT THE MART.

Dec. 1.—By Messrs. HARDS, VAUGHAN, & Co.

Leasehold ground rents of £183 14s. per annum, secured upon 84 houses in Ripley-street, John-street, Theobald-street, &c., New Kent-road, term expiring Christmas, 1878. Sold £1,015.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LAWRANCE—On Nov. 29, at No. 12, Kent-terrace, Regent's-park, the wife of George Woodford Lawrance, of Lincoln's-inn, barrister-at law, of a son.

WILLIAMS—On Nov. 26, at 3, Stratford-square, Nottingham, the wife of Wm. Williams, jun., Esq., solicitor, of a daughter.

MARRIAGES.

MAINPRISE—HESELTINE—On Nov. 30, at St. Paul's, Herne-hill, by the Rev. W. Powell, M.A., William Turley Mainprise, barrister-at-law, of the Middle Temple, to Eliza Blanche, only daughter of Charles Heseltine, of 14, St. James's Villas, Brixton, S.W.

DEATHS.

ARCHBOLD—On Nov. 28, at 15, Gloucester-street, Regent's-park, John Frederick Archbold, Esq., barrister-at-law, aged 85.

WICKHAM—On Nov. 28, at Strood, Rebecca, the beloved wife of Humphrey Wickham, solicitor, of Strood, aged 68.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Nov. 25, 1870.

Sumpter, Wm Richd, & John Wm Howard Crane, Freeschool-lane, Cambridge, Attorneys and Solicitors. Nov 21.

Winding-up of Joint Stock Companies.

FRIDAY, Nov. 25, 1870.

UNLIMITED IN CHANCERY.

Afon Railway Act.—Petition for winding up, presented Nov 22, directed to be heard before Vice-Chancellor Malins, on Dec 9. Talbot & Tasker, Bedford-row, solicitors for the petitioners.

LIMITED IN CHANCERY.

Cornish Granite Company (Limited).—The Master of the Rolls has, by an order dated Nov 14, ordered that the above company be wound up. Lowther & Co., petitioners' solicitors.

Devon and Cornwall Granite Company (Limited).—Petition for winding up, presented Nov 24, directed to be heard before Vice-Chancellor Malins, on Saturday, Dec 3. Snell, George-st, Mansion House, solicitor for the petitioner.

Devon and Cornwall Newspaper Company (Limited).—Petition for winding up, presented Nov 24, directed to be heard before Vice-Chancellor Bacon, on Saturday, Dec 3. Park & Nelson, Essex-st, Strand; agents for Beer & Rundle, Devonport, solicitors for the petitioner.

McQueen, Brothers (Limited).—Petition for winding up, presented Nov 29, directed to be heard before Vice-Chancellor Stuart, on Dec 3. Pulbrook, Threadneedle-st, solicitor for the petitioner.

Parcels Conveyance Company (Limited).—Petition for winding up, presented Nov 15, directed to be heard before Vice-Chancellor Bacon, on Dec 3. Lawrance & Co., Old Jewry-chambers, solicitors for the petitioners.

TUESDAY, Nov. 29, 1870.

UNLIMITED IN CHANCERY.

Nevada Freehold Properties Trust.—Vice-Chancellor Bacon has fixed Dec 14 at 12, at his chambers, for the appointment of an Official Liquidator.

Medical, Invalid, and General Life Assurance Society.—Creditors residing in Sweden, are required on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims to John Young, 16, Tokenhouse-yard.

LIMITED IN CHANCERY.

Mount Cenis Railway Company (Limited).—Vice-Chancellor Malins, has, by an order dated Nov 18, appointed James Atkinson Longridge, 3, Poet's-corner, Westminster, official liquidator. Harrison & Co., Bedford-row, solicitors for the petitioner.

North Middlesex Waterworks Company (Limited).—Vice-Chancellor Bacon has, by an order dated Nov 23, appointed Alfred Horatio Potter, 14, Finsbury-circus, to be official liquidator.

Friendly Societies Dissolved.

FRIDAY, Nov. 25, 1870.

Bishops Waltham Union Society, Crown Inn, Bishops Waltham, Hants. Nov 22.

TUESDAY, Nov. 29, 1870.

Prince of Wales Lodge London Unity Friendly Society, Dolphin Inn, Gaolgate-st, Stafford. Nov 25.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 25, 1870.

Cole, Edward Joseph, Gloucester-ter, Hyde-pk, Gent. Dec 9. Cole v Cole, V.C. Stuart. Smith, New-sq, Lincoln's-inn.

Gibson, Hy, Runcorn, Chester, Iron Merchant. Dec 19. Anderson v Gibson, M.R. Davies, Warrington.

Hanson, John, Leeds, Ironmonger. Dec 23. Kirkby v Hanson, V.C. Stuart. Middleton & Sons, Leeds.

Howell, Josiah Thos, Tewkesbury, Gloucester, Accountant. Dec 21. Jewsbury v Howell, V.C. Stuart. Winterbotham, Stroud.

Humphreys, Hy, St George's-rd, Southwark, Licensed Victualler. Dec 14. Isherwood v Humphreys, V.C. Malins. Bolton & Grylls Hill, Elm-ct, Temple.

Mackinlay, John, Isleworth, Middx. Dec 23. Oriental Commercial Bank Limited v Mackinlay, V.C. Bacon. Ruston & Clarke, Isleworth.

Male, Richard, Kingston, Cambridge, Esq. Dec 21. Westley v Male, M.R. Smith & Sons, Furnival's-inn, Holborn.

Marston, Hy, Tor-villas, Campden-hill, Kensington, Distiller. Dec 21. Hay v Marston, V.C. Bacon. Cridland, Lincoln's-inn-fields.

McCollah, John Richard, Reeth, York, Surgeon. Dec 22. Birkbeck v McCollah, V.C. Stuart. Birkbeck, Reeth.

Orange, John, Portsea, Southampton, Chemist. Jan 2. Garnett v Garnett, M.R. Lewis & Co, Old Jewry.

Osborn, Geo, Bedford, Watchmaker. Dec 31. Osborn v Bachlor, V.C. Stuart. Mead & Daubeny, King's-bench-walk.

Ransom, John, Royal Paddocks, Hampton Court, Stud Groom. Dec 21. Brewster v Crandon, M.R. Crofter, Blackfriars rd.

Smith, Wm, Claremont-pl, Upper Grange-rd, Bermondsey, Gent. Dec 31. Smith v Smith, V.C. Stuart. Field, Suffolk-lane.

Whitworth, Geo, Rotherhithe, Artificial Manure Manufacturer. Dec 18. Stoffell v Whitworth, V.C. Malins. Sturney & Diggles, Hibernia-chambers, London-bridge.

Winn, Chas, Greenwich, Timber Merchant. Dec 19. Winn v Scott, M.R. Haycock, College-hill.

Windham, Sir Chas Ashe, Montreal, Commander-in-Chief. Dec 23. (Creditors residing abroad on or before Feb 28.) Wallace v Windham, V.C. Bacon. Hansell, Norwich.

TUESDAY, Nov. 29, 1870.

Darwent, Wm, Bakewell, Derby, Miller. Jan 2. Rushworth v Furniss, M. R. Mander, Bakewell.

Gibson, John, Sheffield, Yeoman. Dec 20. Pearson v Helliwell, V.C. Malins. Broomhead & Wightman, Sheffield.

Harvey, Caroline Fras, Alpha-rd, St John's-wood. Jan 6. Hill v Harvey, M.R. Sharpe & Co, Bedford-row.

Hooper, Eliza, Exeter. Dec 31. Gower v Hooper, V.C. Stuart. Hooper, Exeter.

Hunt, Jas, Sydenham-hill, Kent. Dec 24. Hunt v Muriel, V.C. Malins. Bischoff, Gt Winchester-st-bldgs.

Kirby, Robert, jun, Holywood-rd, Brompton, Wine Merchant. Dec 31. Kirby v Smith, V.C. Bacon. Tindale, Upper Thames-st.

Mackenzie, Eliz, Compton-rd, Islington. March 1. McDonald v Mackenzie, M.R. Clarke, Gt James-st, Bedford-row.

Rowe, Wm Walton, King Henry's-rd, Primrose-hill, Gent. Jan 7. Rowe v Rowe, V.C. Stuart. Newbridge & Wrentmore, Wood-st, Cheapside.

Skinner, John, Berkhampstead, Hertford, Builder. Jan 6. Miller v Cook, V.C. Malins. Grover, Hemel Hempsted.

Sykes, Chas Leslie, Bury-st, St James's, Esq. Dec 23. Lynch v Sykes, M.R. Taylor & Co, Gt James-st, Bedford-row.

NEXT OF KIN.

Garrett, Mary, Australia, and Jas Hunt, Sydenham-hill, Kent. June 1. V.C. Malins.

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, Nov. 25, 1870.

Adcock, Hy Spencer, Farndish, Bedford, Gent. Dec 31. Bailey & Co, Berners st.

Burgis, Anne, Worcester, Spinster. Dec 25. Parker & Co, Worcester.

Buss, John, Ashford, Kent, Gent. Dec 31. Norwood, Ashford.

Buss, Mary, Ashford, Kent, Widow. Dec 31. Norwood, Ashford.

Cooper, Jas, Crayford, Kent, Miller. Dec 31. Hillearys & Tunstall, Fenchurch-bldgs.

Doeg, Robert Brown, Newcastle-upon-Tyne, Mercantile Clerk. Jan 10. Hoyle & Co, Newcastle-upon-Tyne.

Elwell, Rowland, The Limes, Forest-hill, Merchant. Dec 31. Boulton & Sons, Northampton sq, Clerkenwell.

Fletcher, John, Manningham, York, Gent. Jan 31. Wood & Killick, Bradford.

Flintan, Wm Houghton, Weybridge, Surrey, Seed Crusher. Jan 23. Wild & Barber, Ironmonger-lane, Cheapside.

Harris, Emily Eliza, Rochampton, Surrey, Widow. Dec 31. White & Sons, Bedford-row.

Hayward, Richard, Alveston, Gloucester, Farmer. Jan 1. Wright, Wootton-under-Edge, and Thurston, Thornbury.

Higgs, Wm Stamford Baron, Northampton, Esq. Dec 16. Laxton, Stamford.

Lalor, Mary Ann, Holly Hill, Hampstead. Jan 31. Squire, Gt James st, Bedford-row.

Maitland, Ellinor Jane Susan, Posilipo, Naples, Italy. Jan 2. Gedge & Loaden, Old Palace-yd, Westminster.

Maund, Jonathan Thos, Bristol, Gent. Jan 19. Stricklands & Robinson, Bristol.

Mortimer, Samuel, Shipley, York, Farmer. Jan 2. Humble, Bradford.

Niblett, Chas, Gloucester, Builder. Dec 31. Bretherton, Gloucester.

Nott, Jas Stuart, Uffculme, Devon, Surgeon. Dec 13. Burridge, jun, Wellington.

Palmer, Rev Hy, Little Laver, Essex. Dec 31. Harrison & Co, Grays-inn-sq.

Pickard, Jeremiah, Leeds, Bricklayer. Dec 24. Simpson, Leeds.

Pook, Wm, Guildford, Surrey, Postmaster. Dec 16. Hockley & Russell, Guildford.

Porritt, John, Ainthorpe, York, Gent. Jan 31. Gray & Pannett, Whitby.

Potter, John, Brighton, Publican. Dec 31. Hill & Co, Brighton.

Stone, Wm, Wootton, Berks, Yeoman. Jan 7. Bartlett, Abingdon.

Timms, Ann, Leeds. Dec 31. Simpson, Leeds.

Webber, Jas, Greenwich, Kent, Gent. Jan 1. Wilde & Co, College-hill.

Williams, Edmund Wm Makepeace, Douglas, Isle of Man, Esq. Dec 31. Parker & Co, Worcester.

Wills, Thos, Morice Town, Devonport, Devon, Draper. Dec 17. Ingleden & Ince, Cardiff.

Woods, Richard, Cottisford, Oxford, Farmer. Feb 1. Hearn & Co, Buckingham.

TUESDAY, Nov. 29, 1870.

Andrew, John, Trigaminion, Cornwall, Yeoman. Dec 15. Wreford, Fowey.

Atherton, Jane, Holland Moor, Lancaster, Widow. Jan 16. Mayhew & Sons, Wigan.

Barrow, Pownall Pellew, Alexandra-rd, Kilburn-park, Commander R.N. Jan 20. Scaife, Edgware-rd.

Beech, Mary, Birm. Dec 27. Williams, Birm.

Belcher, Thos, Gnosall, Stafford, Farmer. Jan 14. Heane, Newport.

Bennett, John, The Trench, Salop, Colliery Proprietor. Jan 10. Newill, Wellington.

Berry, Wm Mills, Norwich, Gent. Jan 20. Tillett, Norwich.

Bliss, Wm, Cathcart-st, Kentish-town, Gent. Dec 31. Nash & Co, Suffolk-lane, Cannon-st.

Blundell, Jonathan Blundell Hollinshead, Whaley Bridge, Derby, Gent. Feb 1. Parsons, Nottingham.

Borrett, Thos Edward, Ipswich, Suffolk, Gent. Dec 31. Notcutt & Son, Ipswich.

Brandon, Jessy, Cheltenham, Gloucester, Spinster. Dec 20. Prior & Bigg, Southampton-bldgs.

Chowne, Wm Dingle, Hyde-park-pl, Cumberland-gate, M.D. Jan 1. Whites & Co, Budge-row, Cannon-st.

Cowell, Geo, Newcastle-upon-Tyne, Newspaper Agent. Dec 10. Story, Newcastle-upon-Tyne.

Crisp, Robert, Sunderland, Butcher. Dec 24. Oliver & Botterill, Sunderland.

Day, Alfd, Clifton, Bristol, D.L. Dec 31. Miller, Bristol.

Fielding, Jas, Sowerby Bridge, York, Drysalter. Dec 30. Franklin, Halifax.

Gibbons, Wm, Albany-st, Regent's-pk, Draper. Jan 21. Hughes & Son, Bedford-st, Covent-garden.

Goodchap, Geo, Maida Vale, Auctioneer. Jan 15. Holt & Son, Guildford-st.

Grigg, Jeremiah, West Bromwich, Stafford, Farmer. March 1. Power, Atherstone.

Hamlyn, John, St. Peter's-ter, Hammersmith, Gent. Jan 1. Watson & Sons, Bouverie-st.

Harden, John, Chester, Carter. Dec 13. Bridgman & Co., Chester.

Holcombe, Chas Thos, Ilford, Essex, Esq. Feb 1. Gosling, New-st, Spring-gardens.

Jefford, Mary Ann, Nottingham. Dec 31. Heath, Nottingham.

Laithwaite, John, Upholland, Lancashire, Gent. Jan 16. Mayhew & Sons, Wigan.

Nall, Geo, Leek, Stafford, Gent. Feb 1. Challinor & Co, Leek.

O'Leary, John, Aylesbury-st, East-st, Walworth. Dec 10. Shaen & Grant, Kennington-cross.

Parker, Hy, sen. Merriott, Somerset, Yeoman. Dec 24. Sparks.

Rivers, Sir Hy Chandos, Bath, Baronet. Jan 1. Inman & Inman, Bath.

Salvin, Gerard, Croxdale Wood House, Durham, Esq. Jan 1. Shum & Crossman, King's-rd, Bedford-row.

Snee, John Adolphus, Ramsgate, Kent, Esq. Jan 15. Holt & Son, Guildford-st.

White, Hy John, Stock Orchard-villas, Caledonian-rd, Gent. Dec 31. Nash & Co, Suffolk-lane, Cannon-st.

Whitlam, Wm, Lincoln, Gent. Dec 31. Dell, Louth.

Bankrupts.

FRIDAY, Nov. 25, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bidden, John, Maxton House, Loats-rd, Clapham, out of business. Pet Nov 23. Hazlitt. Dec 7 at 12.

Fevrier (otherwise Durand), Timothy, East-st, Walworth, Dealer in Oil Lamps. Pet Nov 22. Murray. Dec 12 at 11.

Taylor, Joseph, Lower Clapton, Butcher. Pet Nov 23. Spring-Rice. Dec 9 at 2.

To Surrender in the Country.

Barnard, Edwd, Epsom, Surrey, Corn Merchant. Pet Nov 22. Rowland. Croydon, Dec 8 at 3.

Bayley, Jane, Carleton, nr Pontefract, York, Widow. Pet Nov 22. Mason. Wakefield, Dec 14 at 12.

Bricknell, Augustus Lea, Stratford-upon-Avon, Engineer. Pet Nov 21. Campbell. Warwick, Dec 8 at 2.

Corbett, Thos, Stourbridge, Worcester, Saddler. Pet Nov 2. Harward. Stourbridge, Dec 8 at 11.
Driver, Hy, Lee, Kent, Architect. Pet Nov 18. Bishop. Greenwich, Dec 12 at 12.
Giblin, Wm, High Ongar, Essex, Baker. Pet Nov 18. Gepp. Chelmsford, Dec 9 at 1.
Hunter, Geo, East Dereham, Norfolk, Engineer. Pet Nov 22. Palmer. Norwich, Dec 10 at 12.
Keeton, Joseph, Brightside, York, out of business. Pet Nov 23. Wake. Sheffield, Dec 7 at 1.
Parker, John, Brighton, Sussex, Builder. Pet Nov 21. Eversbed. Brighton, Dec 13 at 11.
Shackleton, Alex, Windhill, York, Builder. Pet Nov 22. Robinson. Bradford, Dec 6 at 9.
Wilkins, John Marchant, Frome Selwood, Somerset, Bootmaker. Pet Nov 23. Messiter. Frome, Dec 8 at 1.

TUESDAY, Nov. 29, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Matta, Isidore Stephen, Bond-st, Walbrook, Wine Merchant. Pet Nov 23. Brougham. Dec 9 at 1.
Owen, Arthur Walshman, Godolphin-rd, Shepherd's Bush, Merchant. Pet Nov 24. Roche. Dec 12 at 1.
Webster, Hy, Litchfield-st, Soho, Leather Bag Manufacturer. Pet Oct 11. Brougham. Dec 13 at 11.
Wilson, Richd, St Swithin's-lane, King William-st, Tailor. Pet Nov 24. Pepys. Dec 14 at 12.
Wright Frns, Southampton-st, Bloomsbury, no occupation. Pet Nov 22. Hazlitt. Dec 15 at 11.

To Surrender in the Country.

Clarke, Wm John, Monk Bretton, York, Blacksmith. Pet Nov 22. Bury. Barnsley, Dec 13 at 11.30.
Crook, John, Manch, Manufacturing Chemist. Pet Nov 24. Kay. Manch Dec 21 at 10.
Franklin, Wm, Salford, Lancashire, Shoe Dealer. Pet Nov 25. Lister. Salford, Dec 14 at 11.
Marshall, Benj, Kirton Skeldyke, Lincoln, Farmer. Pet Nov 25. [Staniland. Boston, Dec 14 at 3.
Mitchell, Robt, Redhill, Surrey, out of business. Pet Nov 25. Rowland. Croydon, Dec 15 at 2.
Owen, Wm, Maesygarnedd, Merioneth, Farmer. Pet Nov 17. Jenkins. Aberystwith, Dec 14 at 10.
Quadling, Edwin Parke, North-rd, Forest-hill, Secretary. Pet Nov 23. Bishop. Greenwich, Dec 15 at 12.
Relph, Chas Campbell, Woolwich. Pet Nov 14. Bishop. Greenwich, Nov 15 at 1.
Swallow, Johnathan, Manch, Joiner. Pet Nov 24. Kay. Manch, Dec 22 at 9.30.
Warburton, Geo, Manch, Comm Agent. Pet Nov 24. Kay. Manch, Dec 22 at 9.30.
West, Ellen, Montpelier-rd, Twickenham, Spinster. Pet Nov 28. Ruston. Brentford, Dec 13 at 11.
Wray, Wm Geo, Kirkham, Lancashire, Innkeeper. Pet Nov 22. Myres. Preston, Dec 9 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 25, 1870.

Bennett, John, Bedford-sq, Bloomsbury, Architect. Nov 21.
Chabord, Alphonse, Camden-st, Camden Town, Gent. Aug 31.
Chapman, Edwd Wm, Tooley-st, Southwark, Lighterman. Aug 15.
Hollis, C. E., Lombard-st, Timber Broker. Aug 15.
Jackson, John, Warrington, Implement Agent. Nov 17.
Payne, Thos, Davenport, nr Stockport, Chester, out of business. Nov 16.
Simmons, Abraham, Tavistock-mews, Tavistock-sq, out of business. Oct 25.

TUESDAY, Nov. 29, 1870.

Amos, Jas, Bunhill-row, Old-st, St Luke's, Metal Dresser. Oct 14.
Bennett, J. B., Lower-ter, Holland-pk, Notting-hill, Draper. Sept 16.
Price, David, Dowlais, Merthyr Tydfil, Glamorgan, Licensed Victualler. Nov 22.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 25, 1870.

Ayland, Saml, & Hy James, Manch, Yarn Agents. Dec 8 at 2, at offices of Cobbett, Wheeler, & Cobbett, Brown-st, Manch.
Bell, John, Maryport, Cumberland, Grocer. Dec 8 at 2, at office of J. Mason, Duke-street, Whitehaven.
Blinkhorn, John, jun, Horsmonden, Kent, Farmer. Dec 7 at 2, at the Rose & Crown Hotel, High-st, Tonbridge. Goodwin, Maidstone.
Bradley, John, Normanby, York, Omnibus Driver. Dec 8 at 1, at offices of L. Dobson, Gosford-st, Middlesborough.
Bradley, Saml, Oxford-st, Draper. Dec 14 at 12, at offices of W. J. White, King-st, Cheapside. Peckham, Gt Knightrider-st, Doctors'-commons.
Briggs, Alfd, Keighley, York, Grocer. Dec 5 at 10, at offices of J. Hargreaves, Market-st, Bradford.
Brown, John Dodsworth, Aldersgate-st, Manufacturer of Fancy Goods. Dec 8 at 11, at offices of G. T. Sharman, Aldersgate-st.
Brown, Wm, All Saints rd, Notting-hill, Cheesemonger. Dec 9 at 3, at offices of W. P. Moore, Doughty-st, Mecklenburgh-sq.
Cary, Hon. Byron Chas Ferdinand Plantagenet, Teignmouth, Devon, Retired Captain H.M. Navy. Dec 9 at 12, at office of Whidborne & Tozer, Teignmouth. Terrell & Petherick.
Dann, Geo, Hanley, Stafford, Tailor. Dec 14 at 3, at 15, Cooper-st, Manch. Litchfield, Newcastle, Stafford.
Davey, Wm, Broadwall, Stamford-st, Southwark. Dec 16 at 12, at the Guildhall Coffee-house, Gresham-st. Moss, Trinity-st, Southwark.
Davies, John, Goldenhill, Stafford, Collier. Dec 5 at 11, at offices of Cooper & Son, John-st, Tunstall.
Dixon, Wm, & Launcelot Dixon, Lpool, Merchants. Dec 12 at 12, at office of Harmood, Banner & Son, North John-st, Lpool. Lowndes & Co, Lpool.
Edwards, Fredk, & Andrew Edwards, Farnham, Surrey, Ironmongers. Dec 14 at 12, at the Lion and Lamb Hotel, Farnham. Potter, Farnham.
Fairhead, Jas, Borough-market, Southwark, Seedsman. Dec 8 at 12, at offices of B. Nicholson, Gresham-st. Doyle & Edwards, Carey st.
Frost, Robt, Bromley, nr Bow, Lighterman. Dec 16 at 12, at office of E. Newman, Clifford's-inn, Fleet-st.
Glanvill, Geo, Castle-st, Falcon-sq, Trimming Manufacturer. Dec 12 at 11, at offices of Howard & Co, Poultry.
Grimoldi, Geo, Brooke-st, Holborn, Optician. Dec 12 at 2, at office of E. Adams, Arthur-st West, London-bridge.
Hamer, Joseph, & Saml Howarth, Swinton, Lancaster, Builders. Dec 12 at 3, at offices of Erle, Son, Orford, Erle, & Milne, Brown-st, Manch.
Hart, Fredk, Banbury, Oxford, Upholsterer. Dec 6 at 3, at the White Lion Hotel, Banbury. Wilson.
Hayward, Geo, Ford Mills, North Wraxall, Wilts, Miller. Dec 10 at 11, at offices of T. Wilton, Old King-st, Bath.
Hendren, Geo, Birm, Manufacturer of Electro Plated Ware. Dec 7 at 3, at office of C. Davies, Bennett's-hill, Birm.
Hudson, Wm, Manch, Maker-up. Dec 12 at 3, at offices of Blain & Chorlton, Manch.
Humphreys, Arthur, Manch, Solicitor. Dec 12 at 12, at offices of Rowley, Page, & Rowley, Clarence-bldgs, Booth-st, Manch.
Kearsley, Jas, Manch, out of business. Dec 8 at 3, at offices of C. Kearsley, Somerset-bldgs, Brazennose-st, Manch.
King, Fredk Walter, Norfolk, Grocer. Dec 13 at 12, at the County Court Office, Norwich. Feltham, Hingham.
Manning, Emanuel, Bexley Heath, Kent, Corn Merchant. Dec 12 at 1, at office of Russell, Son, & Scott, Old Jewry-chambers.
May, John, Farnham, Surrey, Builder. Dec 2 at 3, at offices of W. H. Bayley, Station-rd, Aldershot.
Murdoch, Geo, & Wm Thompson, Lpool, Tailors. Dec 12 at 2, at offices of T. Etty, Unity-bldgs, Lord-st, Lpool.
Price, Fredk Thos, Bradford-on-Avon, Wilts, Hair Dresser. Dec 7 at 1, at the Registrar's Office, Abbey-st, Bath. Beaven, Bradford-on-Avon.
Prior, Patrick, Stockton, Durham, Innkeeper. Dec 5 at 11, at office of W. M. Best, High-st, Stockton.
Pulsford, Francis Wm, Charles-pl, Hertford-rd, Kingsland-rd, Baker. Dec 12 at 2, at office of J. Perry, Guildhall-chambers, Basinghall-st.
Roberts, Thos, Brynmawr, Brecon, Hotel Keeper. Dec 13 at 1, at office of G. A. Jones, Frogmore-st, Abergavenny.
Shillito, Geo, Leeds, Painter. Dec 13 at 11, at offices of Fawcett & Malcolm, Park-row, Leeds.
Smith, Geo Francis, Portsmouth, Tobacconist. Dec 8 at 11, at offices of Champ, St George's-sq, Portsea.
Smith, Hy, Wellington-rd, Forest gate, Attorney's Clerk. Dec 5 at 3, at offices of E. F. Marshall, Hatton-garden.
Smith, Kirkman, Foxbury-rd, Brockley-rd, New Cross, Collector. Dec 5 at 2, at offices of Stocken & Jupp, Leadenhall-st.
Stevenson, Jas, Leeds, Draper. Dec 8 at 10, at offices of P. K. Chesney, Dewhirst's-bldgs, Manchester-rd, Bradford. Pell, Bradford.
Stewart, Hannah, Jarrow, Durham, out of business. Dec 9 at 3, at offices of Hoyle, Shipley, & Hoyle, Mosley-st, Newcastle-upon-Tyne.
Stubley, Dan, Batley, York, Waste Dealer. Dec 7 at 3, at offices of J. Ibberson, Dewsbury.
Tarry, Wm, Manor-pl, Walworth, Cowkeeper. Dec 13 at 11, at offices of Head & Coode, Mark-lane.
Thomas, Thos, Spotlands, nr Cardiff, Journeyman Carpenter. Dec 12 at 11, at the Wyndham Hotel, Canton, near Cardiff.
Tillotson, Thos Thompson, Dewsbury, York, Grocer. Dec 8 at 3, at offices of J. Hutchinson, Piccadilly-chambers, Piccadilly, Bradford.
Tomlinson, John Richd, Gloucester, Banker's Clerk. Dec 9 at 3, at the Bell Hotel, Southgate-st, Gloucester. Bygott, Sandbach.
Vallentine, Wm Jarvis, Birm, Milliner. Dec 16 at 3, at offices of J. Rowlands, Ann-st, Birm.
Varbetian, Aaron, Finsbury-chambers, London-wall, Merchant. Dec 12 at 3, at offices of Theobald, Bros, Cornhill. Rooks & Co, King-st, Cheapside.
Walker, Chas, Lpool, Licensed Victualler. Dec 9 at 4, at offices of T. Etty, Unity-bldgs, Lord-st, Lpool.
Westcott, Robt Pyne, Staines, Middx, Builder. Dec 20 at 3, at office of Jenkins & Button, Tavistock-st, Strand.
Weston, John, Mayfield, Sussex, Farmer. Dec 8 at 2, at office of Sprott, Lower-house, Mayfield.
Wood, Angus, Manch, Boot Manufacturer. Dec 7 at 3, at office of J. W. Addleshaw, King-st, Manch.
Wood, Jas, & Wm Blake, Manningham, York, Boot Makers. Dec 7 at 4, at offices of J. Rhodes, Duke-st, Bradford.
Wragg, John, Spring Knife Manufacturer. Dec 5 at 11, at office of Fretson, Bank-st, Sheffield.
Smyth, Chas Monk, Exeter, Clothier. Dec 9 at 2, at the Lion Hotel, Broad-st, Bristol.

TUESDAY, Nov. 29, 1870.

Alletson, Benj, Littleborough, Lancaster, Wheelwright. Dec 12 at 2, at the White Swan Inn, Rochdale. Sutcliffe, Bacup.
Best, Jas Robt, & Joseph Jackson, Little Horton, York, Contractors. Dec 7 at 11, at offices of H. Varley, Duke-st, Darley-st, Bradford.
Bunt, Sarah, Portsea, Southampton, Grocer. Dec 13 at 11, at offices of A. S. Blake, Union-st, Portsea.
Burton, Joseph, Manch, Public Accountant. Dec 12 at 3, at offices of Storey & Co, Fountain-st, Manch.
Butcher, John, Gt Yarmouth, Norfolk, Shoemaker. Dec 12 at 12, at office of J. L. Cufaude, King-st, Yarmouth.
Cartwright, Richd, Birm, Licensed Victualler. Dec 7 at 11, at office of R. Taylor, Waterloo-st, Birm.
Cheesman, Joseph, Leadgate, Durham, Grocer. Dec 12 at 2, at office of J. G. Joel, Market-st, Newcastle-upon-Tyne.
Chesterman, John, Conway, Carnarvon, Grocer. Dec 12 at 2, at office of G. E. Holt, Union-ct, Castle-st, Lpool. Evans & Lockett, Lpool.
Cottrell, John, Chichester, Sussex, House Decorator. Dec 14 at 12, at offices of Nash, Field, & Layton, Suffolk-lane, Cannon-st.
Cox, Jane, Halton, Hastings, Sussex, Innkeeper. Dec 10 at 2.30, at offices of E. Philbrick, Havelock-rd, Hastings.
Crinean, Margaret Cropper, Bristol, Gentlewoman. Dec 15 at 11, at offices of Hancock, Triggs, & Co, John-st, Bristol. Dixon, Bristol.
Cross, Thos, Burslem, Stafford, Boot Manufacturer. Dec 1 at 3, at offices of Messrs. Tennant, Cheapside, Hanley.

Dickin, John, Birm, Cabinet Maker. Dec 15 at 3, at offices of J. Rowlands, Anu-st, Birm.
Down, Thos, Plymouth, Devon, Lodging-house Keeper. Dec 15 at 11, at offices of Elworthy, Curtis, & Dawe, Courtenay-st, Plymouth.
Draper, Wm Benj, Derby, Baker. Dec 15 at 11, at offices of W. Allen' Rotten-row, Derby.
Ennis, Jas, Birm, Journeyman Glassblower. Dec 9 at 12, at offices of James & Oerton, Bennett's-hill, Birm.
Erskine, Jas, Bridgend, Glamorgan, Draper. Dec 9 at 1.30, at offices of Harris & Taylor, High-st, Merthyr Tydfil.
Farrant, Charles, Sidmouth, Devon, Brick Manufacturer. Dec 12 at 12, at the Commercial Inn, Sidmouth. Jeffery, Ottery St. Mary.
Genn, Jas Durchett. Bideford, Devon, Berlin Wool Dealer. Dec 19 at 12, at offices of Hole & Peard, Willett-st, Bideford.
Gibson, Richd, Newcastle-upon-Tyne, Butcher. Dec 13 at 2, at offices of H. S. Sewell, Grey-st, Newcastle-upon-Tyne.
Gordon, John, Lpool, Draper. Dec 16 at 3, at office of Gibson & Bolland, South John-st, Lpool. C. S. Goodman, Lpool.
Graystone, Jas, Wrentham, Suffolk, Ironfounder. Dec 9 at 11, at offices of Miller & Son, Bank-chambers, Norwich.
Hailes, Alfred Cole, Wardrobe-pl, Doctors'-commons. Dec 12 at 2, at office of T. C. Russel, Walbrook.
Hall, Wm, Warrington, Lancaster, Corn Dealer. Dec 8 at 11, at offices of Davies & Co, Horsemarket-st, Warrington.
Hart, Solomon, Kingston-upon-Hull, Plumber. Dec 12 at 12, at offices of J. L Jacobs, County-bldgs, Land of Green Ginger, Kingston-upon-Hull.
Homewood, John Robt, New Bromley, Kent, Carrier. Dec 15 at 3, at offices of Messrs. Webb, Austinfriars.
Hoyland, Geo, Sheffield, Haft Cutter. Dec 9 at 3, at offices of W. J. Clegg, Bank-st, Sheffield.
Jones, John, Little Wenlock, Salop, Chartermaster. Dec 12 at 11, at offices of W. M. Taylor, King-st, Wellington.
Kaye, Geo, Huddersfield, York, Moulder. Dec 9 at 11, at office of J. J. Milnes, Victoria-bldgs, New-st, Huddersfield.
Kitson, John, Leeds, Cloth Manufacturer. Dec 2 at 11, at offices of B. C. Pullan, Bank-chambers, Park-row, Leeds.
Loveland, Jesse, Oatlands-pk, Surrey, Grocer. Dec 12 at 3, at offices of Bath & Co, King William-st.
Melross, Jas, Lpool, Draper's Assistant. Dec 19 at 3, at offices of T. Etty, Unity-bldgs, Lord-st, Lpool.
Mouchelet, Louis, Grafton-st, Newport-market, Provision Merchant. Dec 8 at 3, at offices of J. H. Clarke, St Clement's-house, Clement's-lane. Wickens, Palmerston-bldgs.
Muir, Margaret, Ventnor, Isle of Wight, Lodging-house Keeper. Dec 12 at 3, at office of T. H. Urry, Clifton-ter, Ventnor.
Onions, Joseph, Dudley Port, Stafford, Boat Steerer. Dec 13 at 11, at offices of C. Beaton, Victoria-bldgs, Temple-row, Birm.
Otte, Hy Fredk Christian, Essex-rd, Islington, Bootmaker. Dec 13 at 2.30, at office of Croysdill & Saffery, Old Jewry-chambers. Taylor.
Parker, Richd, Burnley, Lancaster, Wholesale Grocer. Dec 15 at 1, at the Clarendon Rooms, South John-st, Lpool. Bellringer, Lpool.
Pearson, Geo, Lupus-st, Pimlico, Bootmaker. Dec 14 at 2, at offices of Rooks, Kenrick, & Harston, King-st, Cheapside.
Pinnick, Thos, Southampton, Butcher. Dec 7 at 3, at the Clarendon Hotel, Bernard-st, Southampton. Hickman, Southampton.
Raisbeck, Mary Ann, Lpool, Tobacconist. Dec 14 at 12, at office of T. W. Barker, Clayton-sq, Lpool.
Reeves, Peter, Westbromwich, Stafford, Journeyman Filer. Dec 9 at 11, at offices of H. Jackson, High-st, Westbromwich.
Rixon, Jas Saml, Gt Tower-st, Wholesale Grocer. Dec 8 at 2, at offices of Hart, Bros & Co, Morgate-st. Carter & Bell, Leadenhall-st.
Robinson, Wm, Newton Heath, nr Manchester, out of business. Dec 9 at 2, at offices of Cobbett, Wheeler, & Cobbet, Brown-st, Manch.
Sanders, Hy Fredk, High-st, Stoke Newington, Tailor. Dec 10 at 12, at offices of T. Beard, Basinghall-st.
Scott, Wm Bellhouse, Bradford, York, Tea Dealer. Dec 7 at 3, at office of H. Varley, Duke-st, Darley-st, Bradford.
Sewell, Edwd, & Joanna Ratt Metcalfe, Ipswich, Cheese Factors. Dec 6 at 1, at offices of E. Bromley, Bedford row.
Smalley, John, Derby, Coal Merchant. Dec 12 at 12, at office of S. Leech, Full-st, Derby.
Shakell, Geo John, Southampton-row, Bloomsbury, Auctioneer. Dec 13 at 2, at offices of Ladbury, Collison, & Vinsy, Cheapside. Lewis & Lewis, Ely-pl, Holborn.
Slater, Wm, Blythe-lane, Hammersmith, Licensed Victualler. Dec 5 at 2, at offices of Nickerson, King William-st. Hendricks, Fen-ct, Fenchurch-st.
Spooner, Sarah, Bury St Edmunds, Suffolk, Soda Water Manufacturer. Dec 14 at 10, at the Angel Hotel, Bury St Edmunds. Walpole, Bury St Edmunds.
Tatum, Thos John, City-rd, Dealer in Building Materials. Dec 9 at 3, at offices of F. F. Marshall, Hatton-garden.
Teece, Wm, Birkenhead, Chester, Publican. Dec 10 at 12, at offices of Hy Hindle, Harrington-st, Lpool.
Thompson, Jas Barkeley, Long-acre, Wholesale Stationer. Dec 16 at 1, at Dick's Coffee-house, Fleet-st. Ashwin.
Tillotson, Jas, Ecclesbill, York, Potato Dealer. Dec 17 at 10, at offices of A. Atkinson, Kirkgate, Bradford. Lancaster, Bradford
Whittingham, Hy, Hanley, Stafford, Cabinet Maker. Dec 15 at 3, at 32, Cheapside, Hanley. Litchfield, Newcastle.
Wilkins, Wm, Lowestoft, Suffolk, out of business. Dec 12 at 11, at office of W. R. Archer, London-rd, Lowestoft.
Winterbon, Arthur, Southampton, Photographer. Dec 8 at 12, at offices of H. G. Green, Portland-ter, Southampton.
Wolstepcroft, Joseph, Spring Brook, Lancaster, Bleacher. Dec 9 at 3, at the Angel Hotel, Market-st, Manch. Roscoe, Ashton-under-Lyne.